



भारत का राजपत्र The Gazette of India

असाधारण
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)
PART II—Section 3—Sub-Section (i)

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY



सं० 71]

नई दिल्ली, शुक्रवार, मार्च 16, 1979/फाल्गुन 25, 1900

No. 71]

NEW DELHI, FRIDAY, MARCH 16, 1979/PHALGUNA 25, 1900

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation.

सौजन्य और परिचयन संचालन

(परिचयन पक्ष)

नई दिल्ली, 16 मार्च, 1979

अधिसूचनाएं

सां० कां० वि० 232 (अ).—केन्द्रीय सरकार, महापत्तन न्यास अधिनियम, 1963 (1963 का 38) की धारा 28 के साथ पठित धारा 126 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित विनियम बनाती है, अर्थात्:—

1. संक्षिप्त नाम और प्रारम्भ :—(1) इन विनियमों का संक्षिप्त नाम तूतीकोरिन पत्तन न्यास कर्मचारी (छुट्टी यात्रा रियायत) विनियम, 1979 है।
- (2) ये 1 अप्रैल, 1979 को प्रवृत्त होंगे।

2. परिभाषाएं :—इन विनियमों में, जब तक संदर्भ से अन्यथा अपेक्षित न हो,—

- (क) "लेखा अधिकारी" से बोर्ड का वित्तीय सलाहकार और मुख्य लेखा अधिकारी अभिप्रेत है,
- (ख) "बोर्ड अध्यक्ष", "उपाध्यक्ष" और "विभाग का प्रधान" का वही अर्थ होगा जो महापत्तन न्यास अधिनियम, 1963 में उसका अर्थ है;
- (ग) "रियायत" से इन विनियमों के अधीन अनुज्ञेय छुट्टी यात्रा रियायत अभिप्रेत है;
- (घ) "कर्मचारी" से बोर्ड का कर्मचारी अभिप्रेत है,

(ङ) "प्रथम द्वितीय, तृतीय और चतुर्थ श्रेणी कर्मचारी" का वही अर्थ है जो केन्द्रीय सरकार के मूल नियम और अनुपूरक नियम में अमल में आता है;

(च) "कुटुम्ब" का वही अर्थ है जो अन्तरण पर यात्रा भत्तों के प्रयोजनों के लिए अनुपूरक नियम का 2(8) में उसका है;

(छ) "स्व-नगर" से अभिप्रेत है ऐसा स्थायी स्वतन्त्र या ग्राम, जो संबंधित कर्मचारी की सेवा पुस्तिका या अन्य समुचित सरकारी अभिलेख में प्रविष्टि है या ऐसा ग्राम स्थान, जिसे उसने, सम्यक् कारणों से, जैसे कि स्वास्थ्य संपत्ति का स्वामित्व, निकट नातेदारों का स्थायी निवास आदि, ऐसे स्थान के रूप में घोषित किया है जहां वह यदि वह बोर्ड में सेवा के लिए ऐसे स्थान से अनुवास्थित न रखता तो मामूली तौर पर निवास करता;

(ज) "भारमिक दूरी" से वर्ग 4 के कर्मचारियों के मामले में 160 किलोमीटर और अन्य मामलों में 400 किलोमीटर अभिप्रेत है।

(झ) "दो कलण्डर वर्षों की अवधि में एक बार" से वर्ष 1978 से प्रारम्भ होने वाले कलण्डर वर्षों के प्रत्येक ब्लाक में एक बार अभिप्रेत है। अतः प्रथम बार रियायत दो निरन्तर वर्षों 1978 और 1979 के ब्लाक के दौरान अनुज्ञेय है। तत्पश्चात् अवसरों पर रियायत 1980 और 1981, 1982 और 1983 के और ऐसे ही ब्लाकों के दौरान किसी भी समय अनुज्ञेय होगी उपविनियम (अ) का सख्तीकरण भी देखें;

(ञ) "चार कलण्डर वर्षों की अवधि में एक बार" से कलण्डर वर्ष 1978 से प्रारम्भ होने वाले चार कलण्डर वर्षों की अवधि में एक बार अभिप्रेत है। अतः प्रथम अवसर पर रियायत चार

निरन्तर वर्षों 1978—81 के ब्लॉक के दौरान और तत्पश्चात् प्रवर्षों पर 1982—85, 1986—1989 और ऐसी ही ब्लॉक के दौरान किसी भी समय अनुज्ञेय होगी।

स्पष्टीकरण :

उन कर्मचारियों के लिए, जो इन विनियमों के प्रवृत्त होने के पूर्व भारत सरकार के नियमों के अधीन छुट्टी यात्रा रियायत फायदे का उप-भोग पहले से ही कर रहे थे, यथास्थिति दो और चार वर्षों के ब्लॉक, वर्ष जैसा कि उन्हें लागू थे, उपविनियम (ख) और (ग) के अधीन छुट्टी यात्रा रियायत के विनियमन के प्रयोजन के लिए जारी रहेंगे;

(द) स्कीम के अधीन "सबसे छोटा मार्ग" पद की वही अवधि दिया गया है जैसा कि कर्तव्य पर यात्रा के लिए मान्य है;

(घ) "हफ्तवार श्रेणी" से वह श्रेणी अभिप्रेत है, जो उस श्रेणी के आधार पर विनिश्चित की जाती है, जिसके लिए सरकारी सेवक यात्रा करते समय यात्रा भत्ते नियमों के अधीन हफ्तवार हैं।

3. किन्हीं लागू होगा :—

(1) रियायत बोर्ड के सभी श्रेणी के कर्मचारियों को अनुज्ञेय है, जिन के अन्तर्गत निम्नलिखित हैं :—

(क) औद्योगिक और कार्यभारित कर्मचारिबन्ध, जो नियमित छुट्टी के हफ्तवार हैं,

(ख) संविदा के आधार पर नियुक्त अधिकारी, यदि संविदा की अवधि एक से अधिक वर्ष है, और एक वर्ष की निरन्तर सेवा पूरी कर लेने पर पुनः नियोजित अधिकारी;

(2) रियायत ऐसे व्यक्तियों को अनुज्ञेय नहीं है—

(1) जो बोर्ड के पूर्ण कालिक नियोजन में नहीं है; या

(2) जिन्हें आक्समिकताओं से संवाय किया जाता है।

(3) रियायत ऐसे किसी कर्मचारी को अनुज्ञेय नहीं है, जिसने, यथास्थिति, अपने द्वारा या अपने कुटुम्ब द्वारा की गई यात्रा की तारीख को एक वर्ष निरन्तर सेवा पूरी न कर ली हो।

स्पष्टीकरण :—रियायत की अनुज्ञेयता के लिए यात्रा की तारीख को एक वर्ष की निरन्तर सेवा की शर्त, स्थायी कर्मचारियों और परिवीक्षाधीनों तथा अस्थायी और स्थानापन्न कर्मचारियों को समान रूप से लागू होगी है।

4. संविदा के आधार पर नियुक्त अधिकारी :—संविदा के आधार पर नियुक्त अधिकारी एक वर्ष की निरन्तर सेवा पूरी करने पर रियायत के लिए पात्र होंगे, यदि संविदा की अवधि एक वर्ष से अधिक के लिए है। जहाँ प्रारम्भिक संविदा एक वर्ष के लिए है, किन्तु बाद में बढ़ा दी जाती है वहाँ संविदा की कुल अवधि इस प्रयोजन के लिए गणना में ली जाएगी। रियायत का अनुदान विनियम 5 में अधिकृतित शर्तों के अधीन होगा।

5. पुनः नियोजित कर्मचारी :—पुनः नियोजित कर्मचारी एक वर्ष की निरन्तर सेवा पूरी करने पर और नीचे अधिकृतित शर्तों के अधीन रियायत के लिए पात्र होंगे,—

(क) ऐसे कर्मचारियों के मामले में दो कलण्डर वर्षों के आनुवर्त्मिक ब्लॉक की गणना बोर्ड के अधीन उनके पद धारण करने की वास्तविक तारीख से की जाएगी।

(ख) समुचित प्रशासनिक प्राधिकारी उस समय, जब संबंधित कर्मचारी छुट्टी यात्रा रियायत का अपने लिए उपभोग करता है, यह प्रमाणित करे कि बोर्ड के अधीन उसके पद धारण करने की तारीख से दो वर्षों की अवधि तक बोर्ड के अधीन उसके

सेवा करते रहने की सम्भावना है। परवात्पूर्वी दो वर्षों की अवधि के दौरान रियायत की अनुज्ञेयता भी वैसी शर्तों अधीन होगी।

(2) सेवा निवृत्ति के ठीक पश्चात् पुनः नियोजन के मामले में, पुनः नियोजित सेवा की अवधि छुट्टी यात्रा रियायत और पुनः नियोजित अवधि के लिए अनुज्ञेय रियायत के प्रयोजनों के लिए पूर्ववर्ती सेवा के साथ जारी माने जाएगी।

परन्तु यह तब जब कि रियायत पुनः नियोजित अधिकारी को तब अनुज्ञेय होती जब वह भेयानिवृत्त न हुआ किन्तु सेशरान अधिकारी के रूप में बना रहता।

6. प्रशिक्षण के लिए प्रतिनियुक्त अधिकारी :—जब कोई अधिकारी भारत में या विदेश में प्रशिक्षण के लिए प्रतिनियुक्त किया जाता है तो रियायत निम्नलिखित रूप में अनुज्ञेय होगी :

(1) भारत में प्रशिक्षण :—

(1) यदि प्रशिक्षण की अवधि के दौरान मुख्यालय में तबदीली होती है तो अपने लिए और कुटुम्ब के लिए रियायत प्रशिक्षण के स्थान और स्वनगर के बीच होगी ;

यदि प्रशिक्षण की अवधि के दौरान मुख्यालय में तबदीली नहीं होती है तो रियायत अपने लिए प्रशिक्षण के स्थान से स्वनगर तक और वापसी में या वही उसी स्थान तक या मुख्यालयों तक वास्तव में की गई यात्राओं के लिए होगी। कुटुम्ब के लिए रियायत केवल मुख्यालयों और स्वनगर के बीच होगी।

(2) विदेश में प्रशिक्षण :—

(1) अपने लिए सरकार का दायित्व केवल वहीं तक सीमित होगा जो, यदि उसने मुख्यालयों से (जहाँ से वह विदेश में प्रशिक्षण के लिए प्रस्थान करता है) या अनुपूरक नियम 59 के अधीन घोषित मुख्यालयों से स्वनगर तक और वहाँ से वापस यात्रा होती तो अनुज्ञेय होता ;

(2) कुटुम्ब के सदस्यों के लिए वे मुख्यालय, जहाँ से वह प्रशिक्षण के लिए अग्रसर होता है, रियायत के प्रयोजनों के लिए भागे यात्रा के लिए प्रस्थान बिन्दु माना जाएगा।

7.—दो वर्षों और चार वर्षों के ब्लॉकों के लिए रियायत :

बोर्ड के ऐसे कर्मचारियों के लिए यात्रा रियायत जो अपने स्वनगर से दूर स्थानों पर सेवा कर रहे हैं, नीचे अधिकृतित सीमा तक दी जाएगी :—

(1) 1978 के प्रारंभ हुंते वाले दो कलण्डर वर्षों के ब्लॉक में एक बार हर ऐसे कर्मचारी और उनके कुटुम्ब की जिसका स्वनगर 400 किलोमीटर (वर्ग 4 कर्मचारियों के मामले में 160 किलोमीटर) से दूर स्थित है रियायत का उपभोग करने का हक होगा। प्रत्येक वर्ग 1, वर्ग 2 और 3 कर्मचारी जिसका स्वनगर उसके मुख्यालय से 400 किलोमीटर भीतर किसी स्थान पर स्थित है और प्रत्येक वर्ग 4 कर्मचारी जिसका स्वनगर उसके मुख्यालयों से 160 किलोमीटर के भीतर स्थित है रियायत के लिए हकदार नहीं होगा प्रत्येक वर्ग 1, 2 और 3 का कर्मचारी जिसका स्वनगर उसके मुख्यालयों से 400 किलोमीटर से दूर स्थित है और प्रत्येक वर्ग 4 कर्मचारी जिसका स्वनगर उसके मुख्यालयों से 160 किलोमीटर से दूर स्थित है प्रत्येक बाहर की और वापसी यात्राओं के लिए, यथास्थिति 400 किलोमीटर या 160 किलोमीटर की आरम्भिक दूरी के लिए भाड़े का पूरा खर्च स्वयं वहन करेगा। यथास्थिति आरम्भिक 400 या 160 किलोमीटर के ऊपर की बची हुई दूरी के लिए बोर्ड वास्तविक

भाड़े का वहन करेगा। प्रत्येक मामले में यात्रा स्वतन्त्र तब और वहाँ से वापसी के लिए हॉली चाहिए और दावा बाहर की वापसी, दोनों, यात्राओं के लिए हॉली चाहिए। कर्मचारी के या तो अपने मामले में या उनके कुटुम्ब के मामले में यात्रा को आवश्यक रूप से उनके मुख्यालयों से प्रारंभ या वहाँ समाप्त होने की आवश्यकता नहीं है। किन्तु अनुशेष सहायता, यात्रा की गई वार्षिक दूरी के लिए अनुशेष रकम होगी और वह उस रकम तक सीमित होगी, जो उस समय अनुज्ञात होगी यदि यात्रा कर्मचारी के मुख्यालयों और स्वतन्त्र के बीच की गई होती।

(ii) ऐसा कर्मचारी जिसका कुटुम्ब उसके कार्य स्थान से दूर रहता है, दो वर्षों के ब्लाक में एक बार अपना और अपने कुटुम्ब दोनों के लिए रियायत लेने के स्थान पर अपने स्वतन्त्र जाने के लिए अकेले अपने लिए परिवर्तित रियायत का उपयोग कर सकता है।

(iii) किसी विशिष्ट दो वर्षों के ब्लाक के लिए अनुशेष रियायत का उपयोग जिसका उपयोग उक्त ब्लाक में न किया गया हो, अगले ब्लाक के प्रथम वर्ष में कर्मचारी द्वारा और उनके कुटुम्ब द्वारा एक दूसरे से स्वतन्त्र रूप में किया जा सकेगा। इस छूट के अनुसार यह संभावना है कि कर्मचारी एक ही कलेण्डर वर्ष के दौरान दो बार रियायत का उपयोग करे। अतः कोई कर्मचारी 1980 में दो बार रियायत ले सकता है, एक 1978-79 के ब्लाक के लिए और दूसरा 1980-1981 की बाबत।

(iv) वर्ष 1978 से प्रारम्भ होने वाले चार कलेण्डर वर्षों के एक ब्लाक में एक बार प्रत्येक कर्मचारी और उनके कुटुम्ब को जिनके अन्तर्गत वे आते हैं जिनका स्वतन्त्र उनके मुख्यालय के 400 किलोमीटर (वर्ग 4 के मामलों में 160 किलोमीटर) के भीतर स्थित है, भारत में किसी स्थान की यात्रा के लिए रियायत पाने का हकदार होगा, यह रियायत विद्यमान स्कीम में अधिकृत सभी अन्य शर्तों के अधीन होगी किन्तु भाड़े की प्रतिपूर्ति की अनुशा, प्रथम 400/160 किलोमीटर की बाबत कोई कटौती किए बिना, दोनों और जो सम्पूर्ण दूरी के लिए की जाएगी। चार वर्षों का ब्लाक 1978 से प्रारम्भ होता है; उदाहरणार्थ 1978-81, 1982-85 और ऐसे ही। यदि चार वर्षों के किसी ब्लाक के दौरान भारत में किसी स्थान की यात्रा के लिए रियायत का उपयोग नहीं किया गया है तो उसे अगले चार वर्षों के ब्लाक के प्रथम वर्ष के लिए अग्रणीत किया जा सकेगा।

(v) वापसी यात्रा के पश्चात्कालीन कलेण्डर वर्ष में आने की दशा में रियायत की गणना उस वर्ष के लिए की जाएगी जिसमें बाहर की यात्रा प्रारम्भ की गई थी।

8. कुटुम्ब के लिए लागू रियायत :—

(1) कुटुम्ब के सदस्यों के लिए यह आवश्यक नहीं है कि वे कर्मचारियों के साथ या उसी कलेण्डर वर्ष में जिसमें कर्मचारी ने यात्रा की है, यात्रा करें। कुटुम्ब के सदस्य स्वतन्त्र रूप से रियायत प्राप्त करेंगे, चाहे कर्मचारी उसका उपयोग करता है या नहीं। किसी कर्मचारी के कुटुम्ब के सदस्य या तो साथ-साथ या पृथक-पृथक समूहों में, जैसा उनके लिए सुविधाजनक हो, यात्रा कर सकते हैं। जहाँ वे विभिन्न समूहों में भिन्न-भिन्न समयों पर यात्रा करते हैं वहाँ व्यय की प्रतिपूर्ति की अनुशा प्रत्येक समूह की बाबत की जाएगी।

परन्तु यह तब जब कि भिन्न-भिन्न समूहों की यात्रा उस ब्लाक वर्ष के शुरू रहने के दौरान की हो जिसमें प्रथम समूह ने अपनी यात्रा

की है। रियायत के भ्रमचयन की अनुशा उस समय भी जा सकेगी यदि एक समूह ने उसी ब्लाक अवधि में उसका उपयोग किया हो और दूसरे समूह ने रियायत का उपयोग न किया हो।

(2) किसी कर्मचारी के कुटुम्ब के सदस्यों को रियायत भागे की और वापसी यात्रा के समय विद्यमान स्वतन्त्र तथ्यों के प्रति निर्देश से अनुशेष होगी। दृष्टांत स्वरूप निम्नलिखित प्रकार के मामले दिए जा रहे हैं; अर्थात् :—

I. केवल बाहर की यात्रा की बाबत प्रतिपूर्ति के लिए हकदार —

(i) आश्रित पुत्र/पुत्री का स्वतन्त्र जाने के पश्चात् नियोजन प्राप्त कर लेना या विवाह कर लेना या वहाँ अध्ययन के लिए रुक जाना ;

(ii) कुटुम्ब का स्वतन्त्र के लिए यात्रा करने पर स्वतन्त्र से वापसी यात्रा पूरी करने का आशय न होना, परन्तु यह तब जब कि कर्मचारी वापसी-यात्रा की बाबत यदि वह कुटुम्ब के सदस्यों द्वारा बाब की किसी तारीख को की गई हो, रियायत लिखित रूप में छोड़ देता है।

II. केवल वापसी यात्रा की बाबत प्रतिपूर्ति का हकदार —

(i) किसी नव विवाहित पति/पत्नी का स्वतन्त्र से मुख्यालयों के लिए जाना या ऐसे पति/पत्नी का, जो लम्बे समय तक स्वतन्त्र में रह रहे हों, और जिन्होंने बाहर भी यात्रा की बाबत छुट्टी यात्रा रियायत न ली हो ;

(ii) किसी आश्रित पुत्र/पुत्री का स्वतन्त्र से, जहाँ वह अध्ययन कर रहे थे या पितामह/पितामही के साथ रह रहे थे, पिता/माता के साथ वापिस आना या अकेले आना ;

(iii) कोई सन्तान जो पहले तीन वर्ष की आयु से नीचे थी किन्तु वापसी के समय तीन वर्ष पूरा कर लेती है ;

(iv) किसी कर्मचारी द्वारा जब वह स्वतन्त्र में रह रहा हो, विधिक रूप से ली गई वस्तु सन्तान।

टिप्पण — कोई सन्तान जो बाहर की यात्रा के समय बारह वर्ष से कम हो किन्तु वापसी यात्रा के समय बारह वर्ष पूरा कर ले, बाहर की यात्रा के लिए आधे भाड़े की और वापसी यात्रा के लिए पूरे भाड़े की हकदार होगी।

(3) ऐसे पति और पत्नी के मामले में, जो दोनों ही नियोजित हैं, वे कर्मचारी के कुटुम्ब के सदस्य के रूप में यात्रा रियायत का उपयोग कर सकते हैं।

(4) जहाँ कर्मचारी और उसका कुटुम्ब पृथक-पृथक यात्राएं करता है वहाँ उनके पृथक बावों को प्रस्तुत करने पर कोई आक्षेप नहीं है।

9. स्वतन्त्र : (1) यह अवधारित करने के लिए सही परख, कि क्या कर्मचारी द्वारा घोषित कोई स्थान उसका स्वतन्त्र स्वीकार किया जा सकता है या नहीं, यह जांच करना है कि क्या वह ऐसा स्थान है जहाँ कर्मचारी सामूची तौर पर तब निवास करता यदि वह कोई के अधीन सेवा के लिए ऐसे स्थान से अनुपस्थित न रहता। अतः नीचे वर्णित कसौटी को यह अवधारित करने के लिए लागू किया जा सकता है कि क्या घोषणा को स्वीकार किया जा सकता है :—

(क) क्या कर्मचारी द्वारा घोषित स्थान ऐसा स्थान है जहाँ विभिन्न घरेलू और सामाजिक बाध्यताओं के निर्वहन के लिए समय-समय पर उसकी शारीरिक उपस्थिति अपेक्षित है, और यदि ऐसा है, तो क्या सेवा में प्रविष्ट होने के पश्चात् कर्मचारी उस स्थान पर बहुधा जाता रहा है ;

(ख) क्या कर्मचारी उस स्थान पर निवासीय सम्पत्ति का स्वामी है या क्या वह वहाँ ऐसी सम्पत्ति रखने वाले संयुक्त परिवार का सदस्य है ;

(ग) क्या उसके निकट नातेदार उस स्थान पर स्थायी रूप से निवास कर रहे हैं ;

(घ) क्या कर्मचारी बोर्ड की सेवा में अपनी प्रविष्टि के पूर्व उस स्थान पर कुछ वर्षों रहा है।

टिप्पण 1—एक के बाद दूसरी कसौटी केवल ऐसे मामलों में लागू होगी जहाँ ठीक पूर्ववर्ती कसौटी पूरी नहीं होती है।

टिप्पण 2—जहाँ एक से अधिक स्थानों पर सम्पत्ति का स्वामित्व है वहाँ कर्मचारी किसी एक स्थान का ब्यय, ब्यय का कारण देते हुए, कर सकता है, किन्तु नियंत्रक अधिकारी का यह विनिश्चय कि ऐसे किसी स्थान को कर्मचारी का स्वतन्त्र स्वीकार किया जाए या नहीं, अन्तिम होगा।

टिप्पण 3—जहाँ निकट नातेदारों की किसी विशिष्ट स्थान पर उपस्थिति स्वतन्त्र की घोषणा को स्वीकार करने के लिए प्रवर्धन की कसौटी होने वाली हो वहाँ निकट नातेदारों की उपस्थिति न्यूनधिक स्थायी प्रकृति की होनी चाहिए।

(2) जहाँ पति और पत्नी दोनों कर्मचारी हैं वहाँ उन्हें एकल कुटुम्ब इकाई माना जाएगा और वे केवल एक स्थान को अपने स्वतन्त्र के रूप में घोषित करेंगे जो दोनों के लिए एक ही स्थान होगा। घोषणा करने में उन्हें पति के पिता-माता के स्वतन्त्र या पत्नी के पिता-माता के स्वतन्त्र या जिसके भिन्न स्थान को, जैसा उनकी परम्पराओं और वैयक्तिक आवश्यकताओं को देखते हुए ठीक हो, अपने स्वतन्त्र के रूप में घोषणा करने की स्वतन्त्रता होगी। किन्तु किसी स्थान की उनके स्वतन्त्र के रूप में एक बार घोषणा कर दिए जाने पर वह स्थान सर्वथा के लिए उनका संयुक्त स्वतन्त्र माना जाएगा।

(3) (i) घोषणा प्रत्येक मामले में उस प्राधिकारी को की जाएगी जिसे यात्रा भत्ता दावों के लिए कर्मचारी की बाबत नियंत्रक प्राधिकारी घोषित किया गया है। ऐसे व्यक्ति जो भविष्य में बोर्ड की सेवा में प्रविष्ट होते हैं, ऐसी घोषणा सेवा में प्रविष्ट होने की तारीख से छह मास के अवसमय के पूर्व करेंगे। घोषणा का कोई विशिष्ट प्रारूप विहित नहीं किया गया है।

(ii) ऐसा प्राधिकारी, जो यात्रा भत्ता के प्रयोजन के लिए अपना नियंत्रक प्राधिकारी स्वयं है अपने स्वतन्त्र की प्रारम्भिक या पञ्चातुर्वर्ती घोषणा स्वीकृति के लिए अपने ठीक बरिष्ठ प्रशासनिक अधिकारी को करेगा।

(iii) घोषणा नियंत्रक अधिकारी के स्वीकार किए जाने के अधीन है जो उसकी शुद्धता के बारे में, ऐसा साक्ष्य मांगने के पश्चात्, जो वह ठीक समझे, अपना समाधान करेगा।

(iv) घोषणा सेवा पुस्तिका में रखी जाएगी।

(v) किसी कर्मचारी द्वारा स्वतन्त्र की घोषणा की विस्तृत जांच पड़ताल आवश्यक नहीं है। कर्मचारी द्वारा प्रारम्भिक रूप में की गई घोषणा स्वीकार की जा सकती है और विस्तृत जांच-पड़ताल केवल तब की जाएगी जब वह उसमें तबदीली चाहता है।

(vi) एक बार की गई स्वतन्त्र की घोषणा मामूली तौर पर अन्तिम मानी जाएगी। विशेष परिस्थितियों में विभाग का अध्यक्ष, प्रशासनिक मंत्रालय ऐसी घोषणा में तबदीली का प्राधिकार दे सकता है परन्तु यह तब जब कि ऐसी तबदीली कर्मचारी के सेवाकाल के दौरान एक बार से अधिक न हो (या यदि कर्मचारी स्वयं विभाग का अध्यक्ष है)।

(vii) यदि किसी कर्मचारी का स्वतन्त्र भारत से बाहर है तो रियायत उसके स्वतन्त्र से निकटतम भारतीय रेलवे स्टेशन या पत्तन तक अनुज्ञेय है।

10: बाड़े की संगणना :—

(1) यात्रा के प्रारम्भिक 400 किलोमीटर (और वर्ग 4 कर्मचारियों के मामले में 160 किलोमीटर) के लिए भाड़ा जो कर्मचारी का दायित्व है, ऐसा भाड़ा होगा जो रेल भाड़ा सारणी में दर्शाया है (अर्थात् ऐसा भाड़ा जो रेल उस समय प्रसारित करता यदि यात्रा केवल 400/160 किलोमीटर तक की गई होती), और यात्रा की गई कुल दूरी के लिए भाड़े के अनुपात में संगणित नहीं की जाएगी (अर्थात् टेलीस्कापी दर के आधार पर संगणित नहीं की जाएगी)।

टिप्पण—प्रथम 400 किलोमीटरों (वर्ग 4 कर्मचारियों के मामले में 160 किलोमीटरों) के लिए की गई कटौती नीचे दर्शाए गए आधार पर निकाली गई रकम का है, जो भी कम हो, होगी :

(क) यह प्रथम 400 किलोमीटरों के लिए, उस वास्तविक श्रेणी के लिए जिससे यात्रा का यह भाग किया गया हो, रेलवे भाड़ा सारणी से संगणित होगी ;

(ख) यह कुल वास्तविक भाड़े का वह अनुपात होगी जो 400 किलोमीटरों की यात्रा की गई दूरी से है, किन्तु यदि प्रारम्भिक 400 किलोमीटरों (वर्ग 4 कर्मचारियों के लिए 160 किलोमीटरों) के एक भाग की यात्रा उस श्रेणी से ऊँची श्रेणी में की गई है, जिसके लिए वह हकवार है, तो अप्राधिकृत श्रेणी के अधिक भाड़े को छोड़ दिया जाएगा और की जाने वाली कटौती ऊपर उपर्युक्त रूप में संगणित की जाएगी मानों यात्रा अप्राधिकृत श्रेणी द्वारा नहीं की गई है।

(2) कोई कर्मचारी या उसका कुटुम्ब स्वतन्त्र को या वहाँ से यात्रा किसी भी मार्ग से कर सकता है या रास्ते में कहीं भी विराम कर सकता है, किन्तु बोर्ड की सहायता सीधे टिकट के आधार पर संगणित निकटतम मार्ग द्वारा भाड़े में उसके अंश तक ही सीमित होगी।

जहाँ उस निकटतम मार्ग में जिससे यात्रा की जाने की अपेक्षा हो, किसी कुचटना या अन्य कारणों से अवरोध आ गया हो वहाँ नियंत्रक प्राधिकारी की गई यात्रा के वास्तविक मार्ग के लिए भाड़े की प्रतिपूर्ति की अनुज्ञा दे सकेगा।

(3) हर मामले में यात्रा दर के लिए और वहाँ से वापस आने के लिए होनी चाहिए किन्तु उसे आवश्यक रूप में या तो स्वयं उसके मामले में या उसके कुटुम्ब के मामले में कर्मचारी के मुख्यालय से प्रारम्भ या वहाँ समाप्त होने की आवश्यकता नहीं है। किन्तु अनुज्ञेय सहायता वास्तव में यात्रा की गई दूरी के लिए अनुज्ञेय रकम होगी और वह उस रकम तक सीमित होगी जो उस समय अनुज्ञेय होती यदि यात्रा कर्मचारी के मुख्यालय और स्वतन्त्र के बीच की गई होती।

(4) (i) यदि यात्रा किसी लम्बे मार्ग से की जाती है जो प्रारम्भिक दूरी से आगे दो विभिन्न श्रेणियों में अर्थात् भागतः प्रथम श्रेणी द्वारा जिसके लिए वह हकवार है और भागतः द्वितीय श्रेणी द्वारा सबसे सस्ती नहीं है, वहाँ हकवार श्रेणी दर सबसे छोटे या सस्ते मार्ग के तत्स्थानी अनुपात के लिए अनुज्ञेय होगी और निम्नली श्रेणी दर ऐसे मार्ग द्वारा बाकी दूरी के लिए अनुज्ञेय होगी।

(ii) यदि यात्रा या उसका कोई भाग सड़क द्वारा की गई हो तो बोर्ड की सहायता प्राधिकृत श्रेणी द्वारा रेल भाड़े के आधार पर या वास्तविक व्यय के आधार पर, जो भी कम हो, होगी। अतः यदि प्रारम्भिक दूरी के आगे के दूरी के लिए वास्तविक व्यय रेल भाड़े से कम है तब कर्मचारी केवल वास्तविक व्यय पाएगा ;

स्पष्टीकरण—“वास्तविक व्यय” पद से केवल ऐसा वास्तविक व्यय अभिप्रेत है जो यात्राओं के प्रथम 400/160 किलोमीटरों के लिए प्रावृत्तिक व्ययों की कटौती करने के पश्चात् आए।

(क) जहाँ कोई कर्मचारी और/या उसका कुटुम्ब दो ऐसे स्थानों के बीच, जो रेल से जुड़े हुए हों, सड़क द्वारा किसी प्राइवेट कार से यात्रा करता है वहाँ चालन व्यय स्वयं कर्मचारी द्वारा पूरा किया जाएगा। बोर्ड की अनुज्ञेय सहायता केवल उसके बराबर होगी जो उस समय अनुज्ञेय होती यदि यात्रा रेल द्वारा हकदार श्रेणी में की जाती। ऐसे मामलों में कार द्वारा यात्राओं के लिए उपगत वास्तविक व्ययों की जाँच पड़ताल नहीं की जाएगी। ऐसे अधिकारियों के मामले में, जो अपने नियंत्रक अधिकारी स्वयं हैं, उनके द्वारा इस प्रभाव का प्रमाणपत्र कि उन्होंने और/या उनके कुटुम्ब के सदस्यों ने प्राइवेट कार द्वारा यात्रा की है, प्रस्तुत माना जाएगा। अन्य मामलों में, प्रतिपूर्ति की अनुज्ञा दी जाएगी परन्तु यह तब जब कि नियंत्रक अधिकारी का यह समाधान हो जाए कि यात्रा प्राइवेट कार द्वारा वास्तव में की गई थी।

(5)(i) (क) जहाँ मान्यताप्राप्त पब्लिक परिवहन प्रणाली विद्यमान है, वहाँ बोर्ड की सहायता, परिवहन प्रणाली की समुचित श्रेणी के लिए ऐसी प्रणाली द्वारा वास्तव में प्रसारित भाड़ा है।

टिप्पण : समुचित श्रेणी से निम्नलिखित अभिप्रेत है :—

- (i) केवल दो श्रेणियाँ 500 रुपए प्रतिमास और उससे ऊपर वेतन, उच्च श्रेणी
500 रुपए प्रतिमास से कम वेतन, निम्न श्रेणी।
- (ii) दो से अधिक श्रेणियाँ 500 रुपए और उससे ऊपर वेतन, उच्चतम श्रेणी। 500 रुपए से कम (किन्तु वर्ग 4 को छोड़कर) द्वितीय श्रेणी, वर्ग 4 पदचारी—निम्नतम श्रेणी।

(ख) जहाँ कोई मान्यताप्राप्त पब्लिक परिवहन प्रणाली नहीं है वहाँ बोर्ड की सहायता अनुपूरक नियम 46 में यथावहित समुचित घटी हुई दर पर सड़क मील भाड़ा होगा।

(ii) कर्मचारी ऐसे स्थानों के बीच, जो रेल द्वारा जुड़े नहीं हैं, और जहाँ यात्रा का अनुकूल्य माध्यम या तो उपलब्ध नहीं है या अधिक खर्चीला है वायुयान द्वारा यात्रा कर सकता है। ऐसे मामलों में बोर्ड लागत का बही अनुपात वहन करेगा जैसा कि रेल यात्राओं के मामले में होता है।

(6) किसी कर्मचारी के या उसके कुटुम्ब के सदस्यों के छुट्टी यात्रा रियायतों के साथ प्राधिकारियों द्वारा दिए गए रियायती परिष्कृत यात्रा टिकटों का उपयोग करने पर कोई आक्षेप नहीं है। ऐसे रियायती टिकट का उपयोग करते समय उस श्रेणी से जिसके लिए वह हकदार है ऊँची या नीची किसी श्रेणी में यात्रा करना भी अनुज्ञेय होगा।

टिप्पण :—ऐसे मामलों में भी कर्मचारी मुख्यालयों और स्वतन्त्र के बीच, सब से छोटे मार्ग द्वारा, वास्तव में प्रयुक्त हकदार/निचली श्रेणी के लिए भाड़े का हकदार होगा और जिसमें से प्रथम चार सौ किलोमीटरों (वर्ग 4 के मामले में 160 किलोमीटरों) के लिए प्राधिकृत कटौतियाँ की जाएँगी। दूसरे शब्दों में इसे ऐसा माना जाएगा मानो उसने अपने स्वतन्त्र तक और वापसी में सीधे यात्रा की हो।

(7)(i) छुट्टी यात्रा रियायत के अधीन पोर्ट ब्लेयर की यात्राओं के लिए पोतारोहण के पक्ष तक यात्रा प्राधिकृत रूप में विनियमित होगी। पोतारोहण पक्ष से पोर्ट ब्लेयर तक कर्मचारी हकदार श्रेणी द्वारा जो नीचे दी गई है समुद्र यात्रा लागत के लिए हकदार होगा :—

- प्रथम ग्रेड : उच्चतम श्रेणी
- द्वितीय ग्रेड : यदि उसमें केवल दो श्रेणियाँ हों तो उच्चतर श्रेणी। यदि उसमें दो या अधिक श्रेणियाँ हों तो

तृतीय ग्रेड :

मध्य या द्वितीय श्रेणी यदि उसमें केवल दो श्रेणियाँ हों तो निम्नतर श्रेणी, यदि उसमें तीन श्रेणियाँ हों तो मध्यम या द्वितीय श्रेणी : यदि उसमें चार श्रेणियाँ हों तो तृतीय श्रेणी।
निम्नतम श्रेणी।

चतुर्थ ग्रेड

(ii) यात्रा यात्रा के बाबत समुद्री भाड़े का प्राप्ति से बढ़ती, या स्थिति, चार सौ किलोमीटर/160 किलोमीटर के समुद्री समुच्चय के लिए आनुपातिक भाड़े के आधार पर की जाएगी।

(8) यदि छुट्टी यात्रा या उसके किसी भाग के लिए किसी कर्मचारी को कल्पित या भारित मील भाड़ा के आधार पर (उदाहरणार्थ कालका-शिमला खण्ड पर) या वधित दर पर (उदाहरणार्थ मिनिगुडी वार्जेलिंग खण्ड पर) रेल भाड़े का संदाय करना हो और रेल द्वारा यात्रा की गई कुल दूरी के लिए भाड़ा (जिसमें, यथास्थिति कल्पित या भारित मील भाड़ा के आधार पर भाड़ा सम्मिलित है) आरंभिक दूरी के लिए मामूली दर पर भाड़ा से अधिक हो तो संबंधित कर्मचारी उसके मुख्यालय और उसके स्वतन्त्र के बीच की वास्तविक दूरी का ध्यान में रखते हुए यात्रा रियायत का हकदार होगा। ऐसे मामले में प्रत्येक यात्रा की बाबत कर्मचारी को प्रति-पूर्ति की जाने वाली रकम निम्नलिखित के बीच का प्रन्तर होगी।

(क) उसके मुख्यालयों के निकटतम रेलवे स्टेशन से उसके स्वतन्त्र तक वास्तविक रेल भाड़ा की लागत (जिसमें यात्री कर सम्मिलित है); और

(ख) उसके मुख्यालय के निकटतम रेलवे स्टेशन से बाहर की और वापसी, दोनों, यात्राओं के लिए आरंभिक दूरी के लिए मामूली दर पर रेल भाड़ा की लागत (जिसमें रेल यात्रा कर सम्मिलित है)।

स्पष्टीकरण : यदि रेल द्वारा जुड़े दो स्टेशनों के बीच यात्रा की जाती है और उस पर सड़क द्वारा की गई यात्रा के लिए भारित दर प्रसारित की जाती है; कर्मचारी को भारित मजदूरी का फायदा नहीं दिया जा सकता है। यात्रा वास्तविक दूरी के आधार पर विनिश्चित की जाएगी, भारित दूरी पर नहीं।

(9) रेल प्राधिकारियों द्वारा दी गई रियायतों, जैसे कि मौसमी रियायत, विद्यार्थी रियायत, वापसी टिकट आदि, का उपयोग छुट्टी यात्रा रियायतों के साथ मिलाकर किया जा सकता है ऐसे मामलों में किसी भी ओर से आरंभिक दूरी के लिए भाड़ा रेलवे द्वारा प्रसारित रियायती भाड़े के आधार पर आनुपातिक रूप से संगणित किया जाएगा और यह रकम तब वास्तव में संवत् कुल भाड़े में से काट ली जाएगी। कर्मचारी को प्रति-पूर्ति की जाने वाली रकम तब अनिश्चित होगी :

(10) श्रेणी।

(1) छुट्टी के दौरान यात्रा रियायत के प्रयोजन के लिए श्रेणी का विनिश्चय ठीक यात्रा की तारीख की उसकी प्रास्थिति के अनुसार किया जाता है।

(2) यदि वह उस श्रेणी से ऊँचे श्रेणी में यात्रा करता है, जिसके लिए वह हकदार है तो बोर्ड की सहायता आरंभिक दूरी के भाग के भाग के लिए यात्रा के उस भाग के लिए समुचित श्रेणी के भाड़े तक ही निबन्धित होगी।

(3) यदि वह निम्नतर श्रेणी में यात्रा करता है तो सहायता वास्तव में गत निम्नतर श्रेणी के भाड़े पर आधारित होगी।

(4) कर्मचारी प्रत्येक यात्रा की आरंभिक दूरी के लिए किसी भी श्रेणी में यात्रा कर सकता है जिसके लिए उसका अपना वाधित है। आरंभिक दूरी के भागे, किसी कर्मचारी के निम्नतर या उच्चतर श्रेणी में यात्रा करने

पर कोई आशेष नहीं होना चाहिए किन्तु बोर्ड को सहायता हकदार और या निम्नतर श्रेणी के भाड़े तक ही, जितना वास्तव में उपयोग किया गया है सीमित होगी।

(5) कुटुम्ब के लिए रियायत पति या पत्नी को, न कि दोनों को, अनुज्ञेय माप मानकर अनुज्ञेय होगी।

(6) प्रथम श्रेणी द्वारा प्रसामान्य यात्रा करने के लिए हकदार कर्मचारियों के लिए, छुट्टी यात्रा रियायत का स्वयं उपयोग करते हुए डिब्बे, यात्रा भत्ता गाड़ियों में द्वितीय श्रेणी द्वारा भी यात्रा करने पर कोई आशेष नहीं है। द्वितीय श्रेणी के भाड़े पर अधिभार के खाते में लागत, जो ऐसे मामले में उद्गृहीत होती है, बोर्ड और कर्मचारियों के बीच उत्तुंग रीति में प्रभाजित की जाएगी, जैसा कि द्वितीय श्रेणी के भाड़े के आधार पर लागत में का जाती है। दूसरे शब्दों में प्रथम चार सौ किलोमीटरों के लिए अधिभार स्वयं कर्मचारियों द्वारा वहन किया जाएगा और अदशेष भाग के लिए अधिभार की उसे प्रतिपूर्ति की जाएगी।

(7) द्वितीय श्रेणी द्वारा यात्रा करने के लिए हकदार किसी कर्मचारियों के, स्कीम के अधीन उनके स्वतन्त्र को या वहाँ से वातानुकूलित सैनिकों द्वारा यात्रा करने पर कोई आशेष नहीं है किन्तु उसे प्रतिपूर्ति वहीं तक सीमित होगी जो उसे उच्च नामय अनुज्ञेय होती यदि उसने उस श्रेणी (अर्थात् द्वितीय श्रेणी) द्वारा यात्रा की होती, जिसके लिए वह ऐसे यात्राएं करने के लिए हकदार है।

(8) (i) प्रसामान्यतः रेल के प्रथम श्रेणी या द्वितीय श्रेणी द्वारा यात्रा करने के लिए हकदार किसी कर्मचारी और उनके कुटुम्ब के, द्वितीय श्रेणी द्वारा और शायिका का उपयोग करते हुए यात्रा करने पर कोई आशेष नहीं है। ऐसे मामले में शायिका के लिए उपगत अतिरिक्त लागत बोर्ड द्वारा वहन की जाएगी।

टिप्पण :—डीलक्स द्वितीय श्रेणी के मामले में 400 किलोमीटर के ऊपर के प्रभाग के लिए केवल अतिरिक्त लागत बोर्ड द्वारा वहन की जाएगी जब कि द्वितीय श्रेणी शायिका के मामले में पूरी अतिरिक्त लागत बोर्ड द्वारा वहन की जाती है।

(ii) चतुर्थ श्रेणी के कर्मचारियों के मामले में शयन स्थान के लिए पूर्ण अधिभार की प्रतिपूर्ति की जा सकती है परन्तु यह तब जब कि रेलवे से यात्रा की गई दूरी तीन सौ किलोमीटर से कम न हो और उत्तुंग आने वाली रात्रि यात्रा नौ बजे और 6 बजे के बीच छुट्टियों से कम अवधि की न हो।

(9) तृतीय और चतुर्थ श्रेणी के कर्मचारियों के मेल/एक्सप्रेस गाड़ियों द्वारा यात्रा करने पर आशेष नहीं है। ऐसे मामले में यह प्रमाण्य कि यात्रा वास्तव में मेल/एक्सप्रेस गाड़ी द्वारा की गई थी दावेदार द्वारा बिल पर अभिलिखित किया जाएगा।

(10) किसी कर्मचारी के राजधानी एक्सप्रेस द्वारा यात्रा करने पर आशेष नहीं है किन्तु प्रतिपूर्ति वहीं तक सीमित होगी जो उस समय प्रतिपूर्ति की जाती है यदि उसने किसी अन्य गाड़ी द्वारा उस श्रेणी में, जिसके लिए वह हकदार है, यात्रा की होती या प्रारम्भिक दूरी के लिए आनुपातिक भाड़े की कटौती करने के पश्चात् वास्तविक संदत भाड़ा, जो भी कम हो।

(12) अन्तरण या दौरे के साथ छुट्टी यात्रा रियायत का सम्बन्ध

(1) पुराने मुख्यालयों से स्वतन्त्र और नए मुख्यालयों के लिए यात्रा करने वाला कर्मचारी यथास्थिति अनुपूरक नियम 124 या अनुपूरक नियम 126 के अधीन अन्तरण यात्रा भत्ता की न्यूनतम हकदारी का अर्थ इसके अतिरिक्त (भ+म)—(य+800) किलोमीटर की सीमा तक (जहां भ पुराने मुख्यालयों से स्वतन्त्र तक की दूरी है, म स्वतन्त्र से नए मुख्यालयों की दूरी है और य वह दूरी है, जिसके लिए अन्तरण यात्रा

भत्ता अनुज्ञेय है) इन विभागों के अधीन रियायत के लिए पात्र होगा। यदि वह दूरी, जिसके लिए उपरोक्त रूप से अनुज्ञेय रियायत नगण्य है, तो कर्मचारी दावा में प्रारम्भिक दूरी के अधीन रियायत के लिए उसके हक पर प्रतिकूल प्रभाव डालेगा, रियायत या देने के लिए स्वतंत्र होगा। ऐसे मामले में यदि कोई अन्तरण यात्रा किया गया है तो उसे उसके अन्तरण यात्रा भत्ता बिल में समायोजित किया जाएगा।

(2) (a) दौरे के स्थान से स्वतन्त्र तक और वापस मुख्यालय, तक : कर्मचारी (i) मुख्यालय से दौरे के स्थान तक यात्रा के लिए यात्रा भत्ता का दौरा पर के लिए और (ii) यात्रा स्थान से स्वतन्त्र तक और वापस मुख्यालयों तक दौरा के स्थान पर आगे की यात्रा के लिए प्रस्थान बिन्दु मानकर यात्रा के लिए छुट्टी यात्रा भत्ता के लिए पात्र होगा; रियायत मुख्यालयों से स्वतन्त्र और वहाँ से वापसी तक सीमित होगी।

(ब) कर्मचारी मुख्यालयों से स्वतन्त्र तक छुट्टी यात्रा रियायत के लिए और मुख्यालय से दौरे के स्थान तक और वापस मुख्यालयों तक दौरा के लिए यात्रा भत्ता के लिए हकदार है।

13. छुट्टी यात्रा प्रियायत दावा की प्रतिपूर्ति के लिए कर्मचारी का अधिकार, यदि उसके लिए दावा वापसी यात्रा के पूरा होने की तारीख में एक वर्ष के भरण नहीं किया जाता है तो, समपहत हो जाता है या न्यून दिनांक में प्राप्त लिया जाता है।

14. अग्रिम का अनुदान

(1) अग्रिमों का अनुदान कर्मचारियों को उन्हें रियायतों का अपने लिए उपयोग करने में समर्थ बनाने के लिए किया जाता है। ऐसे अग्रिम की रकम प्रत्येक मामले में उस आकलित रकम के चतुर्थ-पंचांश तक सीमित होगी जिसके प्रतिपूर्ति बोर्ड को स्वतन्त्र तक और वापसी की दोनों, और की यात्राओं की लागत को भरण करनी हो।

(2) यदि कुटुम्ब कर्मचारी से पृथक यात्रा करता है तो अग्रिम अनुज्ञेय सीमा तथा पृथक से भी लिया जा सकता है।

(3) अग्रिम देने की यात्रा प्रारम्भ करने के समय, आगे की और वापसी दोनों यात्राओं के लिए लिया जा सकता है परन्तु यह तब जब कि कर्मचारी द्वारा की गई छुट्टी की अवधि या कुटुम्ब के सदस्यों की पूर्वनिर्धारित अवधि की अवधि तीन मास या 90 दिनों से अधिक न हो। यदि इस सीमा में वृद्धि हो तो अग्रिम बाहर की यात्रा के लिए ही लिया जा सकता है।

(4) यदि दोनों यात्राओं के लिए पहले ही अग्रिम ले लिए जाने के पश्चात् तीन मास या नब्बे दिनों की सीमा में वृद्धि हो जाती है तो अग्रिम धन का आधा बोर्ड को तुरन्त वापस कर दिया जाएगा।

(5) अग्रिमों कर्मचारियों को अग्रिमों की मंजूरी एक स्थायी कर्मचारी की प्रतिपूर्ति देने पर की जाती है।

(6) अग्रिम की मंजूरी कार्यालय के प्रधान द्वारा दी जा सकती है। ऐसे अधिकारी, जो अपने नियंत्रक अधिकारी स्वयं हैं, अपने लिए ऐसे अग्रिमों की मंजूरी दे सकते हैं।

(7) इस स्कीम के अधीन लिए गए अग्रिम का लेखा जोखा यात्राओं के पूरा होने के पश्चात् उसी प्रकार दिया जाएगा जैसे कि दौरे पर यात्रा भत्तों के अग्रिमों के लिए दिया जाता है।

(8) यदि बाहर की यात्रा अग्रिम धन के अनुदान के तीस दिनों के भीतर प्रारम्भ नहीं की जाती है तो पूरा अग्रिम वापस कर दिया जाएगा।

(9) यात्रा, भत्ता बिल, अग्रिम का समायोजन करते हुए वापसी यात्रा के पूरा होने के एक मास के भीतर तैयार किए जाएंगे।

(10) भिन्न-भिन्न जैवों के लिए पृथक्-पृथक् अग्रिम पृथक्-पृथक् बिन्दुओं द्वारा समायोजित किए जा सकेंगे। किन्तु संश्लेषित अग्रिम एक ही बिन्दु में समायोजित किया जाएगा।

(11) प्रतिनियुक्ति पर के किसी अधिकारी के मामले में, जो अपने प्रतिवर्तन किन्तु अपने मूल कार्यालय में पर धारण करने के पूर्व छुट्टी यात्रा भत्ते का उपभोग करता है, उधार देने वाले विभाग उधार देने वाले विभाग से परामर्श करके अग्रिम का अनुदान कर निकाय और आवेदन की एक प्रति उधार देने वाले विभाग को, अग्रिम के समावेशन पर निगरानी रखने में उन्हें समर्थ बनाने के लिए, भेजेगा।

15. छुट्टी की प्रकृति :—

- (1) रियायत कर्मचारी द्वारा नियमित छुट्टी या आकस्मिक छुट्टी के दौरान, उनकी अवधि पर ध्यान न देने हुए, कर्मचारी द्वारा की गई यात्राओं के लिए अनुज्ञेय होगी।
- (2) दो वर्षों के एक ब्लाक में स्वनगर में और चार वर्षों में एक बार भारत में किसी स्थान पर जाने के लिए रिप्लेसमेंट सेवा निवृत्ति पूर्व छुट्टी के दौरान दोनों और के लिए संज्ञा की जाएगी। परन्तु यह तब जबकि वापसी यात्रा सेवानिवृत्ति पूर्व की छुट्टी के अवसान के पूर्व समाप्त हो जाए।
- (3) कोई कर्मचारी या उसके कुटुम्ब के सदस्य या दोनों अपने स्वनगर में रहने की वास्तविक अवधि पर ध्यान न देते हुए रियायत के लिए हकदार होंगे।

16. सहायता का अभिलेख :—

इन विनियमों के अधीन अनुवृत्त सभी सहायता का एक अभिलेख सम्यक्-रूप से रखा जाएगा। अभिलेख सेवा पुस्तिका में प्रविष्टियों के रूप में या किसी अन्य समुचित अभिलेख के रूप में होगा और उसमें स्थापना की गई यात्रा या यात्राओं के प्रारम्भ करने की तारीख या तारीखें उल्लिखित की जानी चाहिए। सेवा अभिलेख को रखने के लिए उत्तरदायी प्राधिकारी यह सुनिश्चित करेगा कि ऐसे प्रत्येक अवसर पर जब कर्मचारी यात्रा रियायत का उपभोग करता है, यह तथ्य, समुचित ध्यान रखते हुए, सेवा अभिलेखों में अभिलिखित हैं।

17. नियंत्रक अधिकारी द्वारा दिए जाने वाले प्रमाणपत्र :—

प्रमाणित किया जाता है कि :—

- (1) श्री/श्रीमती/कुमारी (कर्मचारी का नाम)..... ने बाहर की यात्रा प्रारम्भ करने की तारीख का एक वर्ष या अधिक तक निरन्तर सेवा की है।
- (2) आवश्यक प्रविष्टियाँ श्री/श्रीमती/कुमारी.....की सेवा पुस्तिका में कर दी गई हैं (नियंत्रक अधिकारी के हस्ताक्षर और पदनाम)।

18. कर्मचारी द्वारा दिए जाने वाले प्रमाणपत्र :—

प्रमाणित किया जाता है कि :—

- (1) मैंने वर्ष 19.....के ब्लाक की बाबत मेरे या मेरे कुटुम्ब के सदस्यों की वाबत छुट्टी यात्रा रियायत के लिए अब तक कोई अन्य दावा प्रस्तुत नहीं किया है।
- (2) मैंने मेरे/मेरी पत्नी द्वारा.....संतानों के साथ की गई यात्रा की बाबत छुट्टी रियायत के लिए यात्रा भत्ता पहले ही लिया है। यह दावा मेरी पत्नी/मेरे द्वारा.....संतानों के साथ, जिनमें से किसी ने भी पूर्व अवसर पर दल के साथ यात्रा नहीं की थी, की गई यात्रा की बाबत है।
- (3) मैंने मेरे/मेरी पत्नी द्वारा.....संतानों/.....संतानों की बाबत 19.....और 19.....के दो/चार वर्षों के ब्लाक की बाबत की गई यात्रा की

बाबत छुट्टी यात्रा रियायत के लिए यात्रा भत्ता पहले ही नहीं लिया है। यह दावा मेरी पत्नी/मेरे द्वारा.....संतानों/.....संतानों के साथ, जिनमें से किसी ने उस ब्लाक के सम्बन्ध में रियायत का उपभोग नहीं किया है, की गई यात्रा की बाबत है।

- (4) मैंने वर्ष 19.....और वर्ष 19.....के दो वर्षों/चार वर्षों के ब्लाक की बाबत वर्ष 19.....में मेरे द्वारा की गई यात्रा की बाबत छुट्टी यात्रा रियायत के लिए यात्रा भत्ता पहले ही ले लिया है। यह दावा मेरे द्वारा वर्ष 19.....में की गई यात्रा की बाबत है। यह विहित ब्लाक में स्वनगर जाने के लिए प्रतिवर्ष में एक बार अग्रज्य रियायत में ले है क्योंकि मेरे कुटुम्ब के सभी सदस्य मेरे कार्यस्थल से दूर रहते हैं।
- (5) यात्रा मेरे/मेरी पत्नी द्वारा.....संतानों/.....संतानों के साथ घोषित स्वनगर अर्थात्.....की गई है।
- (6) मेरा पति/मेरी पत्नी बोर्ड की सेवा में नियोजित नहीं हैं। मेरा पति/मेरी पत्नी बोर्ड की सेवा में नियोजित है और दो वर्षों/चार वर्षों के सम्बन्धित ब्लाक के लिए उसके लिए या कुटुम्ब के किसी सदस्य के लिए पृथक् से उसके द्वारा कोई रियायत नहीं ली गई है।

कर्मचारी के हस्ताक्षर

19. साक्ष्य :

कर्मचारी उस यात्रा को करने के पूर्व, जिसके लिए इन विनियमों के अधीन कोई सहायता ली जाती है, अध्यक्ष या उपाध्यक्ष को लिखित रूप में सूचना देगा। वह ऐसा साक्ष्य भी पेश करेगा कि उसने वास्तव में यात्रा की है, उदाहरणार्थ रेगवे टिकटों की क्रम संख्याएं, नकदी रसीदें इत्यादि। कुछ प्रकृति की उदाहरणार्थ, क्रम संख्याओं के पेश किए जाने, इन विनियमों के अर्जित कर्मचारी या उनके कुटुम्ब या दोनों द्वारा यात्राएं किए जाने के पूर्व अध्यक्ष या उपाध्यक्ष को पूर्व सूचना देने की बाबत, छोटे अध्यक्ष या उपाध्यक्ष द्वारा दी जा सकेगी यदि दावे के सही होने और यात्रा के किए जाने की सम्भाविकता की बाबत उसका अन्यथा सन्तुष्ट हो जाए। अध्यक्ष द्वारा स्वयं ऐसी छूट, शुद्धतः गुणागुण के आधार पर, वास्तव में उचित मामलों में न कि साधारण नियमों के रूप में, दिए जाने पर कोई आक्षेप नहीं होगा।

20. निर्वचन :

किसी कर्मचारी को इन विनियमों के लागू करने के बारे में या उनके निर्वचन के बारे में, संदेह के सभी मामलों में, वह मामला विनिश्चय के लिए केन्द्रीय सरकार को निदिष्ट किया जाएगा।

[सं० पी० ई० टी०-69/78]

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

NOTIFICATIONS

New Delhi, the 16th March, 1979

G.S.R. 232(E).—In exercise of the powers conferred by section 126, read with section 28, of the Major Port Trusts Act, 1963 (38 of 1963), the Central Government hereby makes the following regulations, namely :—

1. Short title and commencement.—(1) These regulations may be called the Tuticorin Port Trust Employees (Leave Travel Concession) Regulations, 1979.

(2) They shall come into force on the first day of April 1979.

2. Definitions :—In these regulations, unless the context otherwise requires,—

(a) "Accounts Officer" means the Financial Adviser and Chief Accounts Officer of the Board;

- (b) "Board", "Chairman", "Deputy Chairman" and "Head of a Department", shall have the meanings respectively assigned to them in the Major Port Trusts Act, 1963;
- (c) "concession" means the leave travel concession admissible under these regulations;
- (d) "employee" means an employee of the Board;
- (e) "First, Second, Third and Fourth Grade Employees" shall have the meanings respectively assigned to them in the Fundamental Rules and Supplementary Rules of the Central Government;
- (f) "family" shall have the meaning as assigned to it in Supplementary Rules 2 (8) for purposes of travelling allowances on transfer;
- (g) "home town" means the permanent home town or village as entered in the service book of other appropriate official record of the employee concerned, or such other place as has been declared by him, duly supported by reasons, such as ownership of immovable property, permanent residence of near relatives etc., at the place where he would normally reside but for his absence from such a station for service in the Board;
- (h) "initial distance" means 160 kilometers in the case of Class IV employees and 400 kilometers in other cases;
- (i) "once in a period of two calendar years" means once in each block of two calendar years starting from the year 1978. Thus the concession on the first occasion is admissible during the block of two consecutive calendar years 1978 and 1979. The concession on subsequent occasions shall be admissible at any time during the blocks 1980 and 1981, 1982 and 1983 and so on. See also explanation to subregulation (i);
- (j) "once in a period of four calendar years" means once in a period of four calendar years beginning from the calendar year 1978. Thus the concession on the first occasion is admissible during the block of four consecutive years 1978—81 and on the subsequent occasions at any time during the block 1982—85, 1986—89 and so on.

Explanation.—Those employees who were already enjoying the benefit of leave travel concessions under the Government of India rules before the commencement of these regulations, the block years of two and four as the case may be as applicable to them shall be continued for the purpose of regulating leave travel concession under sub-regulations (i) and (j).

- (k) The term "shortest route" under the scheme has been given the same meaning as recognised for travel on duty.

- (l) "entitled class of accommodation" means the class of accommodation decided by the class to which a Government servant is entitled under the Travelling Allowance rules, at the time the journey is undertaken.

3. Extent of application.—(1) The concession is admissible to the Board's employees of all grades including—

- (a) the industrial and work-charged staff who are entitled to regular leave;
- (b) the officers appointed on a contract basis if the period of contract is more than one year, and re-employed officers on completion of one year's continuous service.

(2) The concessions is not admissible to persons who are—

- (i) not in the whole-time employment of the Board; or
- (ii) paid from contingencies.

(3) The concession is not admissible to an employee who has not completed one year of continuous service on the date of the journey performed by him or his family as the case may be.

Explanation.—The condition of one year's continuous service on the date of the journey for admissibility of the concession is applicable equally to permanent employees and probationers as well as the temporary and officiating employees.

(4) Officers appointed on contract basis.—Officers appointed on contract basis shall be eligible for the concession on completion of one year continuous service if the period of the contract is more than one year. Where the initial contract is for one year but is later extended, the total duration of the contract shall be taken into account for this purpose. The grant of the concession shall be subject to the conditions laid down in regulation 5.

(5) Re-employed officers.—(1) Re-employed officers shall be eligible for the concession on completion of one year's continuous service and subject to the conditions laid down below—

- (a) The successive blocks of two calendar years in the case of such employees shall be reckoned from the actual dates of their joining the posts under the Board.

- (b) The appropriate administrative authority certifies at the time the employee concerned avails himself of the leave travel concession that he is likely to continue to serve under the Board for a period of two years from the date of his joining a post under the Board. The admissibility of the concession during the subsequent two years period shall also be subject to a similar condition.

(2) In the case of re-employment immediately after retirement, the period of re-employed service may be treated as continuous with the previous service for the purpose of leave travel concession and the concession allowed for the re-employed period;

Provided the travel concession should have been admissible to the re-employed officer, had he not retired but had continued as a serving officer.

6. Officers deputed for training.—When an officer is deputed for training in India or abroad, the concession shall be admissible as follows:

(1) Training in India—

- (i) If the headquarters are changed during the period of training, the concession for self and family shall be between the station of training and the home town;
- (ii) If the headquarters are not changed during the period of training, the concession for self shall be from the station of training to home town and back either to the same station or to the headquarters for the journeys actually performed. For the family, the concession shall be between headquarters and home town only.

(2) Training abroad:—

- (i) For self, Government's liability shall be limited to what is admissible if he had undertaken the journey from the head-quarters (from which he proceeded for training abroad) or the head-quarters declared under SR 59 to the home town and back.
- (ii) For members of the family, the head-quarters from which he proceeded on training shall be treated as the starting point for the onward journey for the purpose of the concession.

7. Concession for two years' and four years blocks :—
Travel concession to employees of the Board who are serving at places away from their home towns shall be allowed to the extent laid down below :

(i) Once in a block of two calendar years commencing from 1978 every employee and his family whose home town is situated beyond 400 K.M. (in the case of class IV employees 160 K.M.) shall be entitled to avail the concession. Every employee of the class I, II and III, whose home town is situated within a distance of 400 kilometres and every employee of the class IV, whose home town is situated within a distance of 160 kilometres from his headquarters shall not be entitled to the concession. Every employee of class I, II and III, whose home town situated beyond a distance of 400 kilometres and every employee of class IV, whose home town is situated beyond a distance of 160 kilometres from his headquarters shall have himself to meet the entire cost of fares for the initial distance of 400 kilometres or 160 kilometres, as the case may be, on each of the outward and return journeys. For the remaining distance over the initial 400 or 160 kilometres, as the case may be, the Board shall meet actual fares. In every case, the journeys should be to the home town and back and the claim should be for both outward and return journeys. The journey need not necessarily commence from or end at the headquarters of an employee either in his own case or in the case of his family. But the assistance admissible shall be the amount admissible for the actual distance travelled, limited to the amount that would have been admissible had the journey been performed between the headquarters and the home town of the employee.

(ii) An employee who has a family living away from his place of work may avail of the concession for himself alone every year for visiting his home town instead of having the concession for both self and family once in a block of two years.

(iii) The concession admissible for a particular block of two years, which is not availed of during the block, may be availed of in the first year of the next block by the employee and his family independently of each other. According to this relaxation, there is the possibility of an employee availing of the concession twice during the same calendar year. Thus an employee may avail of the concession twice in 1980 once for the block 1978-1979 and the other in respect of 1980-1981.

(iv) Once in a block of four calendar years commencing from the year 1978 every employee and his family including those whose home towns are situated within 400 kms. (in the case of Class IV 160 kms.) of his head-quarters shall be entitled to avail of the concession for journeys to any place in India subject to all other conditions laid down in the existing scheme, except however that the reimbursement of fare shall be allowed for the entire distance both ways without any deductions in respect of the first 400/160 kms. The four years' block commences from 1978 viz. 1978—81, 1982—85 and so on. The concession for travelling to any place in India if not utilised, during a block of four years, could be carried forward to the first year of the next block of four years.

(v) In the event of the return journey falling in the succeeding calendar year, the concession should be counted against the year in which the outward journey commenced.

8. Concession applicable to family :—(1) The family members need not accompany the employees or even travel in the same calendar year in which the employee travels. The family members shall get the concession independently whether the employee avails it or not. The members of the family of an employee may either travel together or separately in different groups as may be convenient to them. Where they travel in different groups, at different times reimbursement of expenditure may be allowed in respect of each ground.

Provided that the different groups performed the journeys during the currency of the block year in which the first group performed its journey carry forward of the concession should be permitted even if one group has availed of it during the block period itself and other groups who have not availed of the concession.

(2) The concession is admissible to the members of an employee's family with reference to the facts existing at the time of forward and return journeys independently. The following types of cases are given by way of illustrations, namely :—

I. Entitled to reimbursement in respect of the outward journey only—

- (i) the dependent son/daughter getting employment or getting married after going to home town or remaining therefor prosecution of studies ;
- (ii) the family having performed the journey to home town have no intention of completing the return journey from home town, provided the employee foregoes in writing the concession in respect of the return journey if performed by the family members at a subsequent date.

II. Entitled to reimbursement in respect of the return journey only—

- (i) A newly married husband/wife coming from home town to headquarters station or a husband/wife who has been living long at home town and did not avail of the leave travel concession in respect of the outward journey ;
- (ii) A dependent son/daughter returning with parents or coming alone from home town where he/she has been prosecuting studies or living with grand parents, etc. ;
- (iii) A child who was previously below three years of age but has completed three at the time of the return journey ;
- (iv) A child legally adopted by an employee while staying in the home town.

Note :—A child who has below twelve at the time of the outward journey but has completed twelve at the time of return journey shall be entitled to half-fare for the outward journey and full fare for the return-journey.

(3) In the case of husband and wife who are both employees, he or she can avail of the travel concession as a family member of the employee.

(4) Where an employee and his family performs journeys separately, there is no objection to his presenting separate claims.

9. Home town :—(1) The correct test to determine whether a place declared by an employee may be accepted as his home town or not is to check whether it is the place where the employee would normally reside but for his absence from such a station for service under the Board. The criteria mentioned below may, therefore, be applied to determine whether the declaration may be accepted :—

- (a) whether the place declared by the employee is the one which requires his physical presence at intervals for discharging various domestic and social obligations, and if so, whether after his entry into service, the employee had been visiting that place frequently ;
- (b) whether the employee owns residential property in that place or whether he is a member of a joint family having such property there ;
- (c) whether his near relations are permanently residing in that place ;

- (d) whether prior to his entry into Board's service, the employee had been living there for some years.

Note 1—The criteria, one after the other, need be applied only in cases where the immediately preceding criterion is not satisfied.

Note 2—Where property is owned in more than one place, the employee may choose any/one place, giving reasons for the choice, but the decision of the Controlling Officer whether or not to accept such a place as the home town of the employee shall be final.

Note 3—Where the presence of near relations at a particular place is to be the determining criterion for the acceptance of the declaration of home town, the presence of near relations should be a more or less of permanent nature.

(2) Where the husband and wife are both employees, they shall be treated as a single family unit and shall declare only one place to be their home town which shall be the same place for both of them. In making the declaration, it is open to them to choose the home town of the parents of the husband, or the home town of the parents of the wife, or an entirely different place, to be their home town, as may fit in with their traditions and personal needs. But having once declared a place to be their home town, that place shall be treated as their joint home town for all times.

(3) (i) The declaration shall in every case to be made to the authority who had been declared to be the Controlling Officer in respect of the employee for travelling allowance claims. Persons who enter the Board's service in future shall make such a declaration before the expiry of six months from the date of entry in service. No particular form of declaration has been prescribed.

(ii) An officer who is his own Controlling Officer for purposes of travelling allowance shall make the initial or any subsequent declaration of his home town to his next superior administrative authority for acceptance.

(iii) The declaration is subject to the acceptance of the Controlling Officer who shall satisfy himself about the correctness thereof after calling for such evidence as he may consider necessary.

(iv) The declaration shall be kept on the service book.

(v) It is necessary to have and elaborate check on the declaration of home town by an employee. The declaration made by an employee initially may be accepted and detailed check may be applied only when he seeks a change.

(vi) The declaration of home town once made shall ordinarily be treated as final. In exceptional circumstances the Heads of the Department, the Administrative Ministry may authorise a change in such declaration provided that such a change shall not be made more than once during the service of an employee (or if the employee himself is the Head of the Department).

(4) If an employee's home town is outside India, the concession is admissible upto the Indian Railway Station or Port nearest to his home town.

10. Calculation of claim :—(1) The fare for the initial 400 kilometres (and in the case of Class IV employees 160 kilometres) of a journey which is the liability of the employee shall be the fare as shown in Railway Fare Table. (i. e. the fare which the Railways should have charged if the journey were only for 400/160 kilometres), and not calculated as a proportion of the fare for the total distance travelled i.e. not the telescopic rate basis).

Note :—

The deduction to be made for the first 400 kms. (160 kms. in the case of Class IV employees) shall be the amount A or B, to be worked out as shown below, whichever is less :

(A) This shall be the fare calculated for the first 400 kms. from the Railway Fare Tables for the actual class by which this portion of the journey is undertaken.

(B) This shall be that proportion of the total actual fare 400 kms. bears to the distance travelled, if, however, a portion of the initial 400 kms. (160 kms. for Class IV employees) is travelled by rail in a class higher than that to which he is entitled to, the excess fare by the unauthorised class shall be disregarded and the deduction to be made shall be calculated as indicated above as if the journey had not been made by the unauthorised class.

(2) An Employee or his family may travel by any route or halt anywhere on the way to or from the home town, but the Board's assistance shall be limited to their share of the fare by the shortest route calculated on a through ticket basis.

Where the shortest route by which the journey is required to be performed is disrupted due to accidents or other causes, the Controlling Officer may allow reimbursement of fare for the actual route travelled.

(3) In every case the journey should be to the home and back, but it need not necessarily commence from or end at the headquarters of the employee either in his own case or in the case of the family. But the assistance admissible shall be the amount admissible for the actual distance travelled, limited to the amount that would have been admissible had the journey been performed between the headquarters and the home town of the employee.

(4) (i) When the journey is performed by a longer route which is not the cheapest in two different classes beyond the initial distance, e.g. partly by I class to which he is entitled and partly by II class, the entitled class rate shall be admissible for the corresponding proportion of the shortest or cheapest route and the lower class rate for the remaining mileage by such route ;

(ii) (a) If the journey or a part thereof is made by road, Board's assistance shall be on the basis of the railway fare by the authorised class or on the basis of the actual expenses whichever is less. Thus if actual expense for the distance beyond the initial distance is less than the rail fare, then the employee shall get only the actual expense ;

Explanation :—The term "actual expenses" shall mean only the actual expenses after deducting the proportionate expenses for the first 400/160 kilometres of the journeys.

(b) Where an employee and/or his family travels by road between two points connected by rail by private car, the cost of propulsion being met by the employee himself, Board's assistance admissible shall be equivalent to what should have been admissible had the journey been performed by rail by entitled class. In such cases, no scrutiny of actual expenses incurred for the journeys by car shall be made. In the case of officers who are their own Controlling Officers, a certificate by them to the effect that they and/or the members of their family travelled by private car may be accepted as adequate. In other cases, reimbursement shall be allowed provided the Controlling Officer is satisfied that the journeys were actually performed by private car.

(5) (i)(a) Where a recognised public transport system exists, the Board's assistance is the fares actually charged by such a system for the appropriate class of accommodation of the transport system.

Note : Appropriate class means as follows :—

- (i) Only two classes : Pay Rs 500 p.m. and above higher class
Pay less than Rs. 500 p.m. lower class
- (ii) More than two classes: Pay Rs. 500 and above highest class, less than Rs. 500 (but excluding class IV) second class, class IV officials-lowest

(b) Where a recognised public transport system does not exist, the Board's assistance shall be road mileage at the appropriate reduced rate as prescribed in S.R. 46.

(ii) The employee may travel by air between places not connected by rail where an alternative means of travel is either not available or is more expensive. In such cases, the Board shall bear the same proportion of cost as in the case of rail journeys.

(6) There is no objection to an employee or his family members availing themselves of concessional circular trip tickets offered by the authorities in conjunction with the leave travel concessions. It shall also be permissible while utilising such a concessional ticket, to travel in any class, higher or lower than the entitled one.

Note : In such cases also the employee shall be entitled to reimbursement of the fare for the entitled/lower class actually used between the headquarters and home town by the shortest route less the usual deductions for the first 400 Kms. (160 Kms. in the case of Class IV). In other words it is treated as if he had performed the journey straight to his home town and back.

(7) (i) For journeys to Port Blair under leave travel concession, the journey up to the Port of embarkation shall be regulated as usual. From the Port of embarkation to Port Blair the employee shall be entitled to the cost of sea passage by the entitled class which is given below :—

First Grade : Highest class

Second Grade : If there be only two classes, the higher class. If there are more than two classes, the middle or second class.

Third Grade : If there be two classes only the lower class, if there be three classes, middle or second class, if there are four classes, third class.

Fourth Grade : Lowest class.

(ii) In respect of the return journey, the deduction from the cost of the sea fare shall be made on the basis of the proportionate fare for the nautical equivalent of 400 kms./160 kms. as the case may be.

(8) If for the leave travel journey, or a part thereof an employee has to pay railway fare on the basis of an assumed or weighted mileage (as for example, on the Kalka—Simla section) or at inflated rates (as for example, on the Siliguri—Darjeeling section) and if the fare for the total distance travelled by rail (including the fare on basis of assumed or weighted mileage or at inflated rates, as the case may be) be more than the fare for the initial distance at ordinary rates an employee concerned shall be entitled to the travel concession, irrespective of the actual distance between his headquarters and his home town. In such a case the amount reimbursable to the employee in respect of each journey shall be the difference between—

(a) the cost of actual railway fare (inclusive of the passenger tax) from the railway station nearest to his headquarters to his home town; and

(b) the cost of the railway fare (inclusive of the passenger tax) at ordinary rates for the initial distance from the railway station nearest to his headquarters for both the outward and return journeys.

Explanation : If a journey between two stations connected by rail and charged at weighted rates covered by road, the employee cannot be given the benefit of the weighted distance. The eligibility shall be decided on the basis of the actual distance and not the weighted distance.

(9) Concessions offered by the railway authorities e.g., (seasonal concession, students' concession, return ticket etc.) may be availed in conjunction with the leave travel concession. In such a case the fare for the initial distance at either end shall be calculated proportionately on the basis of of the concessional fare charged by the Railway, and this amount then deducted from the total fare actually paid. The amount reimbursable to the employee shall then be the balance.

(1) Class of accommodation.—(1) For the purpose of travel concession during leave, the grade is decided by his status on the date of the journey itself.

(2) If he travels in a higher class, than that to which he is entitled, Board's assistance for the portion beyond the initial distance shall be restricted to the fare of the appropriate class for that portion of the journey.

(3) If he travels by lower class, the assistance shall be based on the lower class fare actually paid.

(4) An employee may travel in any class for the initial distance of each journey which is his own liability. Beyond the initial distance there should be no objection to an employee travelling in a lower or higher class, but Board's assistance shall be limited to the fare of the accommodation of the entitled class and/or the lower class, to the extent actually used.

(5) The concession shall be admissible to the family on the scale admissible to the husband or the wife, and not both.

(6) There is no objection to employees normally entitled to travel by the I Class, travelling also by II Class in the de-luxe air-conditioned trains while availing themselves of the leave travel concession. The cost on account of the surcharge over the second class fare which is levied in such a case shall be apportioned between Board and the employee in same manner as the cost on the basis II Class fare. In other words, the surcharge for the first 400 kilometres shall be borne by the Employee himself and the surcharge for the remaining portion shall be reimbursed to him.

(7) There is no objection to an employee entitled to travel by second class performance the journeys under the scheme to and from his home town by air-conditioned chair car, but the reimbursement to him shall be limited to what should have been admissible to him had he travelled by the class of accommodation (i.e., II Class) to which he is entitled for such journeys.

(8) (i) There is no objection to an employee and his family normally entitled to travel by I Class or II Class of railway accommodation, travelling also by II Class or availing of the "sleeper" accommodation. In such a case, the extra cost incurred for the "sleeper" accommodation shall be borne by Board.

Note : In the case of De-luxe II class, the extra cost only for the portion over 400 kilometres is born by Board, while in the case of II class sleeper berths, the full extra cost is borne by Board.

(ii) In the case of employee of the Fourth Grade, the full surcharge for sleeping accommodation may be reimbursed provided the distance travelled by rail is not less than 300 kilometres and the night journey involved is for a period of not less than six hours between 21.00 hours and 06.00 hrs.

(9) There is no objection to the employee of the 3rd and 4th Grade travelling by mail/express trains. In such case, certificate that the journey was actually performed by a mail express train shall be recorded by the claimant on the bill.

(10) There is no objection to an employee performing journeys by Rajdhani Express, but the reimbursement shall be limited to what should have been reimbursable had he travelled by the class of accommodation to which he is entitled for such journeys by any other train or, the actual fare paid minus proportionate fare for the initial distance, whichever is less.

(12) Combination of leave travel concession with transfer of tour :—

(1) An employee travelling from old headquarters to home town and to new headquarters shall be eligible for minimum entitlement of transfer travelling allowance under SR 124 or SR 126 as the case may be, and in addition the concession under these regulations to the extent of $(x + y) - (z + 800)$ kilometres (where x is the distance from old headquarters to home town, y is distance from home town to new headquarters and z is the distance for which transfer travelling allowance is admissible). If the distance for which the concession as admissible above is negligible it is open to the employee not to avail of the concession without prejudice to his title for the concession later subject to usual conditions. In such a case the advance, if any, taken should be adjusted in his transfer T.A. bill.

(2) (a) From tour station to home town and back to headquarters :

An employee is eligible for (i) travelling allowance as on tour for the journey from headquarters to the tour station and (ii) leave travel concession for the journey from tour station to home town and back to headquarters deeming the tour station as the starting point for the onward journey—the concession being limited to journey from headquarters to home town and back.

(b) An employee is eligible for leave travel concession from headquarters to home town and T.A. as on tour from home to tour station and back to headquarters.

13. The right of an employee for reimbursement of leave travel concession claim stands forfeited or deemed to have been relinquished if the claim for it is not preferred with one year of the date of completion of the return journey.

14. Grant of advances.—(1) Advances are granted to employees to enable them to avail themselves of the concession. The amount of such advance in each case shall be limited to four-fifth of the estimated amount which Board would have to reimburse in respect of the cost of the journey both ways to the home town and back.

(2) If the family travels separately from the employee, the advance may also be drawn separately to the extent admissible.

(3) The advance may be drawn both for the forward and return journeys at the time of commencement of the forward journey, provided the period of leave taken by the employee or the period of anticipated absence of the members of the family does not exceed three months or 90 days. If this limit is exceeded, then the advance may be drawn for the outward journey only.

(4) If the limit of 3 months or 90 days is exceeded after the advance had already been drawn for both the journeys, one half of the advance shall be refunded to Board forthwith.

(5) Advances to temporary employees are sanctioned subject to production of surety of a permanent employee.

(6) Advances may be sanctioned by the head of office. Officers who are their own Controlling Officers may sanction such advances for themselves.

(7) The account of the advance drawn under this scheme shall be rendered after completion of the journeys in the same way as for an advance of T.A. on tour.

(8) The advance shall be refunded in full if the outward journey is not commenced within 30 days of the grant of advance.

(9) The T.A. claims in adjustment of the advance shall be prepared within one month of the completion of the return journey.

(10) Separate advances for different batches may be adjusted by separate claims. A consolidated advance shall however, be adjusted in single bill.

(11) In the case of an officer on deputation who avails of L.T.C. immediately on reversion but before joining his parent office, the borrowing department may grant the advance in consultation with the lending department and endorse a copy of the order to the lending department to enable them to watch the adjustment of the advance.

15. Nature of leave.—(1) The concession shall be admissible for journeys performed by the employee during regular leave or casual leave irrespective of their duration.

(2) The concession to visit home town in a block of two years and to any place in India once in four years will be allowed both ways during leave preparatory to retirement provided that the return journey is completed before the expiry of leave preparatory to retirement.

(3) An employee or his family members or both shall be entitled to the concession irrespective of the actual period of stay in his home town.

16. Record of assistance.—A record of all assistance granted under these regulations shall be suitably maintained. The record shall be in the form of entries in the service book or other appropriate records and should indicate the date or dates of the journey or journeys to the home town commenced. The authority responsible for the maintenance of the service record shall ensure that on every occasion an employee avails of the travel concession the fact is recorded in the service records under proper attestation.

17. Certificates to be given by the Controlling Officer.—

Certified :

(i) that Shri/Shrimati/Kumari (Name of the employee) has rendered continuous service for one year or more on the date of commencing the outward journey.

(ii) that necessary entries have been made in the service book of Shri/Shrimati/Kumari.
(Signature and designation of the Controlling Officer).

18. Certificates to be given by the employee.—

Certified that—

(1) I have not submitted any other claim so far for leave travel concession in respect of myself or my family members in respect of the block of the years 19.....

(2) I have already drawn T.A. for the leave travel concession in respect of a journey performed by me/my wife with.....children. This claim is in respect of the journey performed by my wife/myself with.....children none of whom travelled with the party on the earlier occasion.

(3) I have not already drawn T.A. for the leave travel concession in respect of a journey performed by me/my wife with.....children/.....children in respect of the block of two/four years 19.....and 19..... This claim is in respect of the journey performed by my wife/myself with.....children/.....children none of whom availed of the concession relating to that block.

(4) I have already drawn T.A. for the leave travel concession in respect of a journey performed by me in the year 19.....in respect of block of two years/four years 19..... and 19..... This claim is in respect of the journey performed by me in the year 19..... This is against the concession admissible once every year in a prescribed block for visiting home town as all the members of my family are living away from my place of work.

(5) The journey has been performed by me/my wife with.....children/..... children to the declared home town viz.....

- (6) That my husband/wife is not employed in Board's service/That my husband/wife is employed in Board's service and the concession has not been availed of by him/her separately for himself/herself or for any of the family members for the concerned block of two years/four years.

Signature of employee

19. Obligatory evidence.—The employee shall inform the Chairman or Deputy Chairman, in writing, before journeys for which assistance under these regulations is claimed, are undertaken. He shall also produce evidence of his having actually performed the journey, for example, serial numbers of railway tickets, cash receipts etc. Relaxation of a minor nature, viz in respect of production of serial numbers, prior intimation to the Chairman or Deputy Chairman before the journeys are undertaken by the employee or their families, or both, under these regulations may be made by the Chairman or Deputy Chairman, if he is otherwise satisfied in regard to the genuineness of the claim and the bonafides of the journey having been performed. There shall be no objection to such relaxation being made by the Chairman himself purely on merits in really deserving cases not as a general rule.

20. Interpretation.—In all cases of doubt regarding the applicability of these regulations to an employee or their interpretation, the matter shall be referred to the Central Government for decision.

[No. PET-69/78]

सां० का० नि० 233 (अ).—केन्द्रीय सरकार, महापत्तन न्यास अधिनियम, 1963 (1963 का 38) की धारा 28 के साथ पठित धारा 126 द्वारा प्रवृत्त शक्तियों के प्रयोग करते हुए, निम्नलिखित विनियम बनाती है, अर्थात् :—

1. संक्षिप्त नाम और प्रारम्भ :—(1) इन नियमों का नाम तृतीकोरित पत्तन कर्मचारी (अतिरिक्त बीमा स्कीम) विनियम, 1978 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएँ :—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो :—

(क) "अधिनियम" से महापत्तन न्यास अधिनियम, 1963 (1963 का 38) अभिप्रेत है ;

(ख) "बोर्ड" से तृतीकोरित पत्तन के लिए अधिनियम, के अधीन गठित न्यासी बोर्ड अभिप्रेत है ;

(ग) "अध्यक्ष" से बोर्ड का अध्यक्ष अभिप्रेत है ;

(घ) "कर्मचारी" से बोर्ड का कर्मचारी अभिप्रेत है ;

(ङ) "सरकार" से केन्द्रीय सरकार अभिप्रेत है ;

(च) "वित्त सलाहकार और मुख्य लेखा अधिकारी" से तृतीकोरित पत्तन का वित्त सलाहकार और मुख्य लेखा अधिकारी अभिप्रेत है ;

(छ) "कार्यालय का प्रधान" से तृतीकोरित पत्तन न्यास (सी०सी०ए०) विनियम, 1978 के अधीन इस रूप में उल्लिखित प्राधिकारी अभिप्रेत है।

3. कहाँ तक लागू है :—(1) यह स्कीम ऐसे सभी पत्तन न्यास कर्मचारियों को लागू होगी जो संविदा कर्मचारी, आकस्मिक श्रमिक, अंशकालिक कर्मचारी, वैदिक दर कर्मचारी, ऐसे कर्मचारी जो पूर्णतः तदर्थ आश्रय पर या अल्पकाल के लिए नियुक्त किए गए हैं तथा केन्द्रीय सरकार, राज्य सरकारों, मावैजनात्मक सेक्टर के उपक्रमों या अन्य स्वायत्त संगठनों से प्रतिनिधित्व पर। विभागेत्तर सेवा में नियोजित कर्मचारी नहीं हैं।

(2) उन तृतीकोरित पत्तन न्यास कर्मचारियों की बाबत जो तृतीकोरित पत्तन न्यास द्वारा उस न्यास के कार्यक्षेत्रों को लेने की तारीख को किसी अन्य स्कीम द्वारा शासित थे, वे तृतीकोरित पत्तन न्यास बीमा स्कीम में सम्मिलित होंगे या उस तारीख को तृतीकोरित पत्तन न्यास में प्रवृत्त स्कीम के अधीन बने रहने के विकल्प का प्रयोग

करने के लिए अर्हित होंगे। विकल्प का प्रयोग तृतीकोरित पत्तन में कार्यक्षेत्रों का तृतीकोरित पत्तन न्यास द्वारा ले लिए जाने की तारीख से 60 दिन के भीतर, उन सबके द्वारा, जो ऐसी तारीख को कर्मचारी पर हैं या छुट्टी या निवृत्ति के कर्मचारी पर आने की तारीख से साठ दिन के भीतर किया जाएगा। एक बार प्रयोग किया गया विकल्प अन्तिम होगा और प्रतिमहत्तनीय नहीं होगा।

(ख) तृतीकोरित पत्तन न्यास बीमा स्कीम के लिए विकल्प देने वालों के मामले में उन्हें तृतीकोरित पत्तन के कार्यक्षेत्रों को ले लिए जाने की तारीख को उनकी आयु के अनुसार यथा विनिश्चित तीन प्रयोगों में से एक का विनिश्चित किया जाएगा।

(ग) तृतीकोरित पत्तन में विद्यमान स्कीम के लिए अपना विकल्प देने वालों की बाबत वे उस स्कीम द्वारा, जैसी कि यह तृतीकोरित पत्तन के कार्यक्षेत्रों को तृतीकोरित पत्तन न्यास द्वारा ले लिए जाने की तारीख को है, शासित होंगे और तमिलनाडु सरकार द्वारा ऐसीस्कीम में किए गए संशोधन, जब तक बोर्ड द्वारा अन्यथा विनिश्चित न किया जाए, इस पत्तन में प्रभावशील नहीं किए जाएंगे।

(3) केन्द्रीय सरकार द्वारा 1 जुलाई, 1977 से प्रारम्भ की गई बीमा स्कीम द्वारा शासित केन्द्रीय सरकार के कर्मचारियों की बाबत उन्हें तृतीकोरित पत्तन न्यास कर्मचारी बीमा स्कीम में सम्मिलित किया गया समझा जाएगा और वे सभी फायदों के लिए वैसे ही पात्र होंगे माने तृतीकोरित पत्तन न्यास कर्मचारी बीमा स्कीम 1 जुलाई, 1977 से विद्यमान थी।

4. स्कीम के अधीन अंशदान की दरें और फायदे उस आयु पर निर्भर करते हैं जिसमें कर्मचारी स्कीम के अधीन आते हैं। कर्मचारियों को तीन समूहों में विभाजित किया गया है, अर्थात् :—

समूह-I

(1) उन कर्मचारियों को, जो 28 वर्ष की वय प्राप्त करने के पूर्व स्कीम के अधीन आते हैं, इस समूह में सम्मिलित किया जाएगा। उनसे, जब तक वे 28 वर्ष की वय प्राप्त कर लें (अर्थात् उस मास के, जिसमें 28 वर्ष की वय प्राप्त कर लेते हैं, पूर्ववर्ती मास के अंत तक) प्रतिमास 50 पैसे का एक समान अंशदान करने की अपेक्षा की जाएगी। इस फायदाधिका के दौरान सेवा में किसी कर्मचारी की मृत्यु की वशा में उसके नामनिर्देशित को 5,000 रुपये (केवल 5,000 रुपये) का संदाय एकमुश्त किया जाएगा। उस मास के लिए, जिसमें कर्मचारी की मृत्यु सेवा में होती है, अंशदान वसूल नहीं किया जाएगा। किसी भी प्रकार का सेवान्त नकदी फायदा स्कीम के अधीन संदेय नहीं होगा यदि कर्मचारी 28 वर्ष की वय प्राप्त करने के पूर्व सेवा छोड़ देता है या उस वय को प्राप्त करने के पूर्व सेवा छोड़ने के पश्चात् उसकी मृत्यु हो जाती है। 28 वर्ष की वय प्राप्त करने पर कर्मचारी स्कीम के समूह-II के अधीन आएंगे।

समूह-II

(2) इस समूह II में, समूह-I के कर्मचारी, 28 वर्ष की वय प्राप्त कर लेने के पश्चात् सम्मिलित होंगे, इन कर्मचारियों से, उस मास से, जिसमें वे 28 वर्ष की वय प्राप्त कर लेते हैं, प्रारम्भ होने वाले तथा उस मास से, जिसमें वे 58 वर्ष की वय प्राप्त कर लेते हैं, पूर्ववर्ती मास को समाप्त होने वाले प्रति मास 5 रुपये का एक समान अंशदान करने की अपेक्षा की जाएगी। 5,000 रुपये (केवल पांच हजार रुपये) की राशि का संदाय कर्मचारी को उसके 58 वर्ष की वय प्राप्त कर लेने पर किया जाएगा। सेवा में रहते हुए मृत्यु की वशा में कर्मचारी के नामनिर्देशित को 5,000 रुपये (केवल पांच हजार रुपये) का संदाय एकमुश्त किया जाएगा। इस भाग के लिए जिसमें कर्मचारी की सेवा में मृत्यु हो जाती है कोई अंशदान वसूल नहीं किया जाएगा।

(3) ऐसा कर्मचारी, जो 28 वर्ष की वय के पश्चात् किन्तु 31 वर्ष की वय प्राप्त करने के पूर्व स्कीम के अधीन आता है मामूली तौर पर समूह-III के अधीन आएगा। तथापि ऐसे कर्मचारी को समूह-II के अधीन आने का विफल होगा परन्तु यह तब जब कि वह व्यास को उस मास और वर्ष में, जिसमें वह 28 वर्ष की वय प्राप्त कर लेता है (इस बात पर ध्यान न देने हुए कि वह उस मास में पत्तन व्यास की सेवा में था या नहीं) प्रति मास 5 रुपये की दर से अंशदान के बकायों का संदाय कर दे। विफल का प्रयोग उस तारीख के, जिससे वह स्कीम के अधीन आता है, वी मास के भीतर न विनियमों से उपाबन्ध प्ररूप-1 (उपाबन्ध-1) में निश्चित रूप में किया जाएगा। यदि इस अवधि के दौरान कोई विफल प्राप्त नहीं होता है तो वह स्वयमेव समूह-III के अधीन आएगा। समूह-II के अधीन आने के लिए किसी विकल्प का प्रयोग करने के मामले में बकाया का संदाय एकसुधन तकदी में किया जाना चाहिए।

(4) विकल्प की प्राप्ति पर कार्यालय के प्रधान को या समुचित बिल लेखीवाल अधिकारी को, जो भी सेवा पुस्तिका के रख रखाव का भार-साधक हो, कर्मचारी की सेवा पुस्तिका में इस तथ्य को अभिलिखित करने की व्यवस्था करनी चाहिए कि कर्मचारी ने स्कीम के समूह-II में सम्मिलित होने के विकल्प का प्रयोग किया है और कर्मचारी ने आवश्यक बकाया अंशदान सम्यक् रूप से कर दिया है। उसमें वह अवधि जिससे बकाया अंशदान का सम्बन्ध है, कुल रकम और तकदी प्राप्ति का वाउचर संख्या और तारीख उपदिष्ट की जाएगी।

समूह-III

सभी अन्य कर्मचारी इस समूह में सम्मिलित किए जाएंगे। अंशदान की दर और मृत्यु पर संदेय फायदे वही होंगे जो समूह-II के अंतर्गत आने वाले कर्मचारियों को लागू होते हैं उस मास के लिए, जिसमें कर्मचारी की मृत्यु सेवा में होती है, कोई अंशदान नहीं वसूल किया जाएगा। इस समूह के अंतर्गत आने वाले कर्मचारियों के मामले में, 58 वर्ष की वय, प्राप्त कर लेने पर उपलब्ध फायदे निम्नलिखित होंगे :—

स्कीम में प्रविष्टि	संदेय तकदी राशि
29-34	उस अवधि के, जिसमें कर्मचारी इस स्कीम के अंतर्गत था, प्रत्येक मास के लिए 8.75 रु० के आधार पर संगणित रकम।
35-44	उस अवधि के, जिसमें कर्मचारी इस स्कीम के अंतर्गत था, प्रत्येक मास के लिए 6.25 रु० के आधार पर संगणित रकम।
45-57	उस अवधि के, जिसमें कर्मचारी इस स्कीम के अंतर्गत था, प्रत्येक मास के लिए 5.00 रु० के आधार पर संगणित रकम।

5. किसी कर्मचारी से उसके 58 वर्ष की वय प्राप्त कर लेने पर कोई अंशदान वसूल नहीं किया जाएगा (अर्थात्) उस मास के लिए, जिसमें वह 58 वर्ष की वय प्राप्त कर लेता है, कोई अंशदान वसूल नहीं किया जाएगा। बीमा राशि समुदाय उस मास के पूर्ववर्ती मास तक प्राप्य होगी जिसमें वह 58 वर्ष की वय प्राप्त कर लेता है और उसके पश्चात् प्राप्त नहीं होगी।

6. उपरोक्त समूह-II और III के अंतर्गत आने वाले कर्मचारियों को जो उस मास के प्रारम्भ के पूर्व, जिससे वे 58 वर्ष की वय प्राप्त कर लेते हैं, किसी भी कारण से सेवा छोड़ते हैं या सेवा निवृत्त होते हैं, सेवा छोड़ने का या सेवा निवृत्त होने पर तुरन्त इन विनियमों में उपाबन्ध 2 के

रूप में संलग्न सारणी के अनुसार फायदों के "बटे हुए मूल्य" प्राप्त करने की अनुज्ञा दी जाएगी।

7. अंशदानों की वसूली इस बात पर ध्यान दिए बिना कि क्या सरकारी सेवक कर्तव्य पर है, छुट्टी पर है या निलम्बनाधीन है, उनके बिल तैयार करने वाले अधिकारियों द्वारा मासिक वेतन बिलों से भी जाएगी। तथापि जहां किसी पूरे मास के लिए या उसके किसी प्रभाग के लिए किसी कर्मचारी के असाधारण छुट्टी पर रहने के कारण उससे अंशदान की वसूली नहीं की जा सकी है और उस मास के लिए वेतन नहीं लिया गया है या शुद्ध वेतन और भत्ते अंशदानों की कटौती करने के पूर्व 100 रु० में नीचे हैं वहां उस मास या मासों के लिए अंशदान पञ्चात्पूर्वी मास के वेतन बिल से वसूल किया जाएगा।

8. सेवा में रहते हुए किसी कर्मचारी की मृत्यु की बाबत कोई संसूचना प्राप्त करने पर कार्यालय का प्रधान यह सुनिश्चित करेगा कि मृतक की बाबत इस स्कीम के अधीन कोई रकम संदेय है कि नहीं। तब वह सम्बन्धित नाम निर्देशिका या वारिस को प्ररूप 2 (उपाबन्ध-3) में एक सूचना प्ररूप 3 (उपाबन्ध-4) में आवेदन पेश करने के लिए भेजेगा। उसकी प्राप्ति पर कार्यालय का प्रधान या सेवा पुस्तिका के रख रखाव का भारसाधक अधिकारी दावों का संदाय करने के लिए सज्ज हो जायेगा और सम्बन्धित व्यक्ति या व्यक्तियों के लिए रकम को निकालने और संचित करने की व्यवस्था भी करेगा।

9. कार्यालय का प्रधान या सेवा पुस्तिका का रख रखाव का भार-साधक अधिकारी 58 वर्ष की वय प्राप्त कर लेने वाले व्यक्तियों को उनसे एक साधारण आवेदन प्राप्त करने के पश्चात् स्कीम के अधीन देय रकम का संदाय करने की भी व्यवस्था करेगा।

10(1) कर्मचारी इस स्कीम के अधीन आने पर तत्काल कार्यालय के प्रधान/सेवा पुस्तिका के भारसाधक अधिकारी की एक नामनिर्देशन भेजेगा जिसमें वह 58 वर्ष की वय प्राप्त करने के पूर्व उसकी मृत्यु हो जाने की वृत्ति में इस स्कीम के अधीन संदेय रकम प्राप्त करने का अधिकार एक या अधिक व्यक्तियों को प्रस्तुत करेगा।

(2) यदि कर्मचारी अवयस्क हो, तो उससे यह अपेक्षा की जाएगी कि वह वयस्क होने पर नामनिर्देशन करे।

(3) जिस कर्मचारी का, उसका नामनिर्देशन करने के समय, कोई कुटुम्ब हो वह ऐसा नामनिर्देशन केवल अपने कुटुम्ब के सदस्य या सदस्यों के पक्ष में करेगा। इस प्रयोजन के लिए कुटुम्ब का वही अर्थ है जो तृतीकोटिन पत्तन व्यास के साधारण भ्रष्टिप्य निधि विनियम में उसका है।

(4) यदि कोई कर्मचारी विनियम 10 के उप विनियम (1) या (3) के अधीन एक से अधिक व्यक्तियों का नामनिर्देशित करता है तो उसे नामनिर्देशन में प्रत्येक नामनिर्देशित को संदेय रकम या अंश को ऐसी रीति में विनिर्दिष्ट करना चाहिए जिससे उसके अंतर्गत इस स्कीम के अधीन संदेय सम्पूर्ण रकम आ जाए।

(5) नामनिर्देशन प्ररूप-4 (उपाबन्ध-5) या प्ररूप-5 (उपाबन्ध-6) में, जो परिस्थितियों में समुचित हो, किया जाना चाहिए।

(6) कोई भी कर्मचारी नामनिर्देशन को, कार्यालय के अध्यक्ष या सेवा पुस्तिका का रख रखाव करने वाले अधिकारी को उपरोक्त उपबन्धों के अनुसार किए गए नए नामनिर्देशन के साथ सूचना भेज कर, किसी भी समय रद्द कर सकेगा।

(7) नामनिर्देशन पर कार्यालय के प्रधान या सेवा पुस्तिका का रख रखाव करने वाले अधिकारी द्वारा हस्ताक्षर किया जाएगा और सम्बन्धित कर्मचारी की सेवा पुस्तिका में चिपकाया जाएगा। नामनिर्देशन की प्राप्ति का समुचित अभिलेख सेवा पुस्तिका में रखा जाएगा।

उपाध्याय-1

४-

प्रकार-1

विकल्प का प्रकार

- * (1) मैं, इसके द्वारा तृतीकोरित पत्तन न्याम कर्मचारी बीमा स्कीम के समूह-II में सम्मिलित होने का विकल्प देता हूँ।
 (2) मैं, इसके द्वारा तृतीकोरित पत्तन न्याम कर्मचारी बीमा स्कीम के समूह-III के अधीन बने रहने का विकल्प देता हूँ।
 जन्म की तारीख

हस्ताक्षर
 नाम
 पदनाम
 कार्यालय जिसमें नियोजित है

तारीख

स्थान

* जो लागू न हो पाए ।

उपाध्याय-2

58 वर्ष की वय प्राप्त करने के पूर्व (मृत्यु से निश्च) किसी अन्य कारण से सेवा छोड़ने पर तुरन्त कर्मचारी को संदेय रकम का प्रबंधाकरण सेवा छोड़ने के संदेय रकम का प्रबंधाकरण करने के लिए 28 वर्ष की वय समय अंतिम प्राप्त करने के पश्चात् संश्लेष वास्तविक अंशदान को लागू जन्म दिन पर होने वाली बातें

वय	समूह-II के मामले (जिसके अन्तर्गत वे हैं जो समूह-II में उसके पैरा 4.2 तक प्रविष्टि वय के अधीन सम्मिलित होते हैं)		समूह-III के मामले	
	28 के ऊपर 34 तक प्रविष्टि वय	34 के ऊपर 44 तक प्रविष्टि वय	44 के ऊपर 58 तक प्रविष्टि वय	58 के ऊपर 65 तक प्रविष्टि वय
1	2	3	4	5
28.	.40	.25	..	..
29.	.43	.27	..	..
30.	.46	.29	..	..
31.	.49	.31	..	..
32.	.52	.33	..	..
33.	.55	.35	..	..
34.	.59	.37	.26	..
35.	.63	.39	.28	..
36.	.67	.42	.30	..
37.	.71	.45	.32	..
38.	.76	.48	.34	..
39.	.81	.51	.36	..
40.	.86	.54	.38	..
41.	.92	.58	.41	..
42.	.98	.62	.44	..
43.	1.05	.66	.47	..
44.	1.12	.70	.50	.40
45.	1.19	.75	.53	.43
46.	1.27	.80	.57	.46
47.	1.35	.85	.61	.49
48.	1.44	.91	.65	.52
49.	1.54	.97	.69	.55
50.	1.64	1.03	.74	.59
51.	1.75	1.10	.79	.63
52.	1.87	1.18	.84	.67
53.	1.99	1.26	.90	.72
54.	2.13	1.34	.96	.77
55.	2.27	1.43	1.02	.82
56.	2.43	1.53	1.09	.87
57.	2.60	1.64	1.17	.93

उपाबन्ध-3

प्ररूप-2

जहाँ तृतीकोरित पत्तन न्यास कर्मचारी बीमा स्कीम के अधीन फायदों के अनुदान के लिए वैध नामनिर्देशन बिद्यमान हो वहाँ मृत कर्मचारी के कुटुम्ब के सदस्य या सदस्यों को पत्र का प्ररूप

सं०
तृतीकोरित पत्तन न्यास
..... विभाग
तृतीकोरित
तारीख

सेवा में,

विषय : मृतक श्री/श्रीमती बाबत तृतीकोरित पत्तन न्यास कर्मचारी बीमा स्कीम के अधीन फायदों का संदाय
मदोदय/महोदय

मुझ यह कहने का निदेश हुआ है कि मृतक श्री/श्रीमती (पदनाम) द्वारा किए गए नामनिर्देशन के अनुसार
..... रु० (केवल रुपये) की रकम उसके नामनिर्देशिनी (नामनिर्देशितियों) को संदेय है। उक्त नामनिर्देशन की एक प्रति इसके साथ संलग्न है।

2. मैं निवेदन करता हूँ कि प्राय रकम के अनुदान के लिए दावा संलग्न प्ररूप-3 में प्रस्तुत कर सकते हैं।

आपका विश्वसनीय
कार्यालय का प्रधान

उपाबन्ध-4

प्ररूप-3

किसी कर्मचारी की मृत्यु पर तृतीकोरित पत्तन न्यास कर्मचारी बीमा स्कीम के अधीन फायदों के अनुदान के लिए आवेदन का प्ररूप
(प्रत्येक आवेदक द्वारा पृथक पृथक भरा जाना है)

1. आवेदक का नाम
2. (i) आवेदक के अवयस्क होने की वषा में संरक्षक का नाम
(ii) संरक्षक के जन्म की तारीख
3. मृतक कर्मचारी का नाम
4. कर्मचारी की मृत्यु की तारीख
5. कार्यालय/विभाग जिसमें कर्मचारी ने अन्न में सेवा की हो
6. मृतक कर्मचारी से सावधारी
7. आवेदक के जन्म की तारीख
8. आवेदक का पूरा पता
9. आवेदक के हस्ताक्षर या प्रंगूठे का निशान
(सम्यक रूप से अनुप्रमाणित* पृथक कागज पर दिया जाना है)
10. निम्नलिखित द्वारा अनुप्रमाणित* :—

I. नाम

पूरा पता

हस्ताक्षर

II.

11. साक्षी

1.

2.

*अनुप्रमाणन दो राजपत्रित सरकारी सेवकों द्वारा या उस नगर, ग्राम या परगना के जिसका आवेदक निवासी है दो या अधिक प्रतिष्ठित व्यक्तियों द्वारा किया जाना चाहिए।

उपाबन्ध-5

प्ररूप-4

तृतीकोरित पत्तन न्यास कर्मचारी बीमा स्कीम के अधीन फायदों के लिए नामनिर्देशन।

जब कर्मचारी का कोई कुटुम्ब नहीं है और वह एक व्यक्ति या एक से अधिक व्यक्तियों को नामनिर्दिष्ट करना चाहता है।

मैं, जिसका कोई कुटुम्ब नहीं है, इसके द्वारा नीचे वर्णित व्यक्ति/व्यक्तियों को नामनिर्दिष्ट करता हूँ और उसे/उन्हें नीचे निर्दिष्ट मात्रा तक ऐसी रकम का अधिकार प्रदत्त करता हूँ, जो सेवा में रहते हुए मेरी मृत्यु हो जाने पर तृतीकोरित पत्तन न्यास कर्मचारी बीमा स्कीम के अधीन तृतीकोरित पत्तन न्यास द्वारा मंजूर की जाए, या जो मेरी 58 वर्ष की वय प्राप्त करने पर संदेय हो जाने पर मेरी मृत्यु पर अस्वत्त रह जाए।

नामनिर्देशिनी/नामनिर्देशितियों के नाम और पते	कर्मचारी से नातेदारी	वय
1	2	3
प्रत्येक को संदेय रकम का अंश*	आकस्मिकताएं **जिनके घटित होने पर नामनिर्देशन अधिविमान्य हो जाएगा	यदि ऐसा कोई व्यक्ति हो जिसे कर्मचारी की मृत्यु के पूर्व नामनिर्देशिनी की मृत्यु हो जाने पर उसका अधिकार मिलेगा तो उसका नाम, पता और नातेदारी।
4	5	6

तारीख 19

स्थान

दो साक्षियों के मोटे अक्षरों में नाम और पते के साथ हस्ताक्षर

1

2

कर्मचारी के हस्ताक्षर

टिप्पण: कर्मचारी को, उसके हस्ताक्षर कर दिए जाने पर किसी नए नाम के अन्तःस्थापन के निवारण के लिए स्तम्भ (1) में अपनी अन्तिम प्रविष्टि के नीचे खाली स्थान में आड़ी रेखा खींचनी चाहिए।

*यह स्तम्भ इस प्रकार भरा जाना चाहिए जिससे उसके अन्तर्गत वह सभी रकम आ जाए जो बीमा स्कीम के अधीन संदेय हो।

**टिप्पण: जहां ऐसा कोई कर्मचारी नामनिर्देशन करता है जिसका कोई कुटुम्ब नहीं है वहां वह इस स्तम्भ में यह विनिर्दिष्ट करेगा कि बाव में कुटुम्ब हो जाने पर वह नामनिर्देशन अधिविमान्य हो जाएगा।

उपाबन्ध-6

प्रारूप-5

तृतीकोरित पक्षन न्यास कर्मचारी बीमा स्कीम के अधीन फायदों के लिए नामनिर्देशन।

जब कर्मचारी का कोई कुटुम्ब हो और वह उसके एक सदस्य को या एक से अधिक सदस्यों को नामनिर्दिष्ट करना चाहता हो।

मैं इसके द्वारा नीचे वर्णित व्यक्ति (व्यक्तियों) को जो मेरे कुटुम्ब का (के) सदस्य है (हैं) नीचे विनिर्दिष्ट मात्रा तक ऐसी रकम प्राप्त करने का अधिकार प्रदान करता हूँ जो सेवा में रहते हुए मेरी मृत्यु हो जाने पर तृतीकोरित पक्षन न्यास कर्मचारी बीमा स्कीम के अधीन तृतीकोरित पक्षन न्यास द्वारा संभूत की जाए या जो मेरी 58 वर्ष की वय प्राप्त करने पर संवेय हो जाने पर मेरी मृत्यु पर भर्त्सवत्त रह जाए।

नामनिर्देशिनी/नामनिर्देशितियों के नाम और पते	कर्मचारी से नातेदारी	वय
1	2	3
*प्रत्येक को संदेय अंश	आकस्मिकताएं जिनके घटित होने पर नामनिर्देशन अधिविमान्य हो जाएगा	यदि ऐसा कोई व्यक्ति हो, जिसे कर्मचारी की मृत्यु के पूर्व नामनिर्देशिनी की मृत्यु हो जाने पर उसका अधिकार मिलेगा तो उसका नाम, पता और नातेदारी
4	5	6

टिप्पण: कर्मचारी को, उसके हस्ताक्षर कर दिए जाने पर किसी नए नाम के अन्तःस्थापन के निवारण के लिए, स्तम्भ (1) में अपनी अन्तिम प्रविष्टि के नीचे खाली स्थान में आड़ी रेखा खींचनी चाहिए।

तारीख 19

स्थान

दो साक्षियों के मोटे अक्षरों में नाम और पते के साथ हस्ताक्षर

1.

2.

कर्मचारी के हस्ताक्षर

*यह स्तम्भ इस प्रकार भरा जाना चाहिए कि जिससे उसके अन्तर्गत वह सभी रकम आ जाए जो बीमा स्कीम के अधीन संदेय है।

[पी० ई० टी० 68/78]

दिनेश कुमार जैन, संयुक्त सचिव

G.S.R. 233(E).—In exercise of the powers conferred by section 126, read with section 28 of the Major Port Trusts Act, 1963 (38 of 1963), the Central Government hereby makes the following regulations, namely :—

1. Short title and commencement.—(1) These regulations may be called the Tuticorin Port Employees' (Compulsory Insurance Scheme) Regulations, 1979.

(2) They shall come into force, on the first day of April, 1979.

2. Definitions.—In these regulations, unless the context otherwise requires,—

- (a) "Act" means the Major Port Trusts Act, 1963 (38 of 1963);
- (b) "Board" means the Board of Trustees constituted under the Act for the Port of Tuticorin;
- (c) "Chairman" means the Chairman of the Board;
- (d) "employee" means employee of the Board;
- (e) "Government" means the Central Government;
- (f) "Financial Adviser and Chief Accounts Officer" means the Financial Adviser and Chief Accounts Officer of the Port of Tuticorin;
- (g) "Head of the office" means the authority mentioned as such under the Tuticorin Port Trust (CCA) Regulations, 1978.

3. Extent of application.—(1) The scheme shall apply to all Port Trust Employees other than contract employees, casual labour, part time employees, daily rated employees, employees on purely ad hoc or short-term appointment, and employees on deputation/foreign service from Central Government, State Government's, Public Sector undertakings or other autonomous organisations.

(2) In respect of Tuticorin Port Trust Employees governed (a) by any other scheme as on the date of taking over the affairs of that Trust by the Tuticorin Port Trust, they shall be eligible to exercise an option to come over to the Tuticorin Port Trust Insurance Scheme or to remain under the scheme in force at Tuticorin Port Trust as on that date. The option should be exercised within 60 days from the date of taking over of the affairs of Tuticorin Port Trust by New Tuticorin Port Trust by all those who are on duty on such date or within sixty days from the date of joining duty if any employee happens to be on leave or suspension etc. on that date. The option once exercised shall be final and shall be irrevocable.

(b) In the case of those opting for the Tuticorin Port Trust Insurance Scheme, they shall be decided as belonging to one of the three categories as decided by their age as on the date of taking over the affairs of Tuticorin Port.

(c) In respect of those opting for the scheme in existence in the Tuticorin Port, they shall be governed by that scheme as on the date of taking over of the affairs of Tuticorin Port by the Tuticorin Port Trust and amendments effected to such scheme by the Government of Tamil Nadu shall not be given effect to in this Port unless otherwise decided by the Board.

(3) In respect of Central Government Employees governed by the Insurance Scheme introduced by the Central Government with effect from 1st July, 1977 they shall be deemed to have been brought over to the Tuticorin Port Trust employees Insurance Scheme and they shall be eligible for all the benefits as if the Tuticorin Port Trust employees Insurance Scheme existed with effect from 1st July, 1977.

4. The rates of contribution and benefits under the scheme depend on the age at which the employees comes under the scheme. The employees are divided into three groups, namely :—

Group I :

(1) The employees who come under the scheme before attaining the age of 28 years shall be included in this group. They shall be required to pay a uniform contribution of 50 paise per month till they attain the age of 28 years (i.e.,

till the end of the month preceding the month in which they attain the age of 28). In case of death of the employee in service during this period, his/her nominee shall be paid Rs. 5,000 (Rupees five thousand only) in lump sum. No contribution is to be recovered for the month in which the employee dies in service. No terminal case benefit whatsoever shall be payable under the scheme if the employee leaves service before reaching the age of 28 or dies after leaving service before reaching that age. On attainment of 28 years of age, these employees shall come under Group II of the Scheme.

Group II :

(2) This Group II shall include the employees in Group I, after they attain the age of 28. These employees shall be required to pay a uniform contribution of Rs. 5 per month commencing from the month in which they attain the age of 28 years and ending with the month preceding the month in which they attain the age of 58 years. A sum of Rs. 5,000 (Rupees Five thousand only) shall be paid to the employee on attainment of the age of 58 years. In case of death while in service, the nominees of the employee shall be paid Rs. 5,000 (Rupees five thousand only) in lumpsum. No contribution is to be recovered for the month in which the employee dies in service.

(3) An employee coming under the scheme after the age of 28 but before attaining the age of 31 would normally come under Group III. However, such an employee shall have an option to come under Group II provided he pays to the Trust the arrears of contribution at Rs. 5 per month from the month and year in which he attains 28 years (irrespective of whether he was in the Port Trust service or not in that month). The option should be exercised in writing in Form I appended to these regulations (Annexure I) within two months of the date from which he comes under the scheme. If no option is received during this period, he shall automatically come under Group III. In case of exercising an option to come under Group II the arrear contribution should be paid in one lump in cash.

(4) On receipt of option, the head of office or the appropriate Bill drawing officer, whoever is in charge of the maintenance of Service Book, should arrange to record in the Service Book of the employee the fact that the employee had exercised an option to join Group II of the Scheme and that necessary arrear contribution had been duly paid by the employee, indicating the period to which the arrear contribution relates, total amount and cash receipt, voucher number and date.

GROUP III :

(5) All other employees will be included in this Group. The rate of contribution and the benefit payable on death will be the same as applicable to employees covered by Group II. No contribution will be recovered for the month in which the employee dies in service.

The benefits available on attaining the age of 58 years will be as follows in the case of employees covered by this Group :

Entering the Scheme

Cash-Cum-Payable

29 to 34	An amount calculated on the basis of Rs. 8.75 for each month for the period the employee was covered by the scheme.
35 to 44	An amount calculated on the basis of Rs. 6.25 for each month for the period the employee was covered by the scheme.
45 to 57	An amount calculated on the basis of Rs. 5.00 for each month for the period the employee was covered by the scheme.

5. No contribution shall be recoverable from an employee on his attaining the age of 58 years (i.e.) no contribution shall be recovered for the month in which he attains the age of 58 years. The insurance cover shall accordingly be available upto the month preceding the month in which he attains the age of 58 and not thereafter.

6. Employees covered by Group II and III above leaving service or retiring for any reason whatsoever, before the commencement of the month in which they attain the 58th year of age; shall be allowed forthwith, on leaving service or retiring the 'discounted value' of the benefits as per the table appended as Annexure II to these regulations.

7. The recovery of contribution shall be made from the monthly pay bills by the respective bill preparing officers irrespective of whether the Government servant is on duty, leave or suspension. Where, however, contribution could not be recovered from an employee due to his being on extraordinary leave for the full or a portion of a month, and consequently no pay is drawn for the month or the net pay and allowances before deduction of the contribution is below Rs. 100, the contribution for such month or months shall be recovered from the pay bill of the month following.

8. On receipt of intimation about the death of an employee while in service the head of the office shall ascertain whether any amounts are payable under this scheme in respect of the deceased. He shall then address the nominee/heir concerned in Form II (Annexure III) to submit an application in Form III (Annexure IV). On receipt thereof the head of the office or the officer-in-charge of the maintenance of service book shall issue a sanction for the payment of claims and also arrange for the drawal and disbursal of the amounts to the person or persons concerned.

9. The head of the office or the officer-in-charge of the maintenance of service book shall also arrange to pay the amounts due under the scheme to persons attaining the age of 58 after obtaining a simple application from them.

10. (1) An employee shall immediately on coming under this scheme send to the Head of the office/officer-in-charge of maintenance of service book, a nomination conferring on one or more persons the right to receive the amount that may

become payable under this scheme in the event of his death before attaining the age of 58 years.

(2) If the employee happens to be a minor, he shall be required to make a nomination on his attaining the age of majority.

(3) An employee who has a family at the time of his/her making the nomination shall make such nomination only in favour of a member or members of his/her family. For this purpose family shall have the same meaning as assigned to it in the General Provident Fund Regulations, 1979 of the Tuticorin Port Trust

(4) If an employee nominates more than one person under sub-regulations (1) or (3) of regulation 10, he should specify in the nomination the amount or share payable to each of the nominees in such a manner as to cover the whole of the amount payable under this scheme.

(5) The nomination should be made in Form IV (Annexure V) or Form V (Annexure VI) as is appropriate in the circumstances.

(6) An employee may at any time cancel a nomination by sending a notice to the Head of office/officer maintaining his service book along with a fresh nomination made out in accordance with the above provisions.

(7) The nomination shall be countersigned by the Head of the office/officer maintaining the service book and pasted on the service book of the employee concerned. Suitable record of receipt of nomination shall be kept in the Service Book.

ANNEXURE I

FORM 1

Form of Option

*(i) I, hereby elect to join Group II of the Tuticorin Port Trust Employees' Insurance Scheme.

(ii) I, hereby elect to remain under Group III of the Tuticorin Port Trust Employees' Insurance Scheme.

Date of Birth

Date

Station

Signature

Name

Designation

Office in which employed

*To be scored out if not applicable.

ANNEXURE II

Determination of the amount to be paid to an employee forthwith on leaving service for any reason (other than death) before attainment of age 58

Age last birth day at the time of leaving service	Factor to be applied to the actual contributions paid after the attainment of age 28 to determine the amount to be paid			
	Group II cases (including those joining Group II under para 4.2 thereof)		Group III cases	
	Entry age above 28 to 34	Entry age above 34 to 44	Entry age above 44	
1	2	3	4	5
28	.40	.25	..	..
29	.43	.27	..	..
30	.46	.29	..	..
31	.49	.31	..	..
32	.52	.33	..	..
33	.55	.35	..	..

1	2	3	4	5
34.	.59	.37	.26	..
35.	.63	.39	.28	..
36.	.67	.42	.30	..
37.	.71	.45	.32	..
38.	.76	.48	.34	..
39.	.81	.51	.36	..
40.	.86	.54	.38	..
41.	.92	.58	.41	..
42.	.98	.62	.44	..
43.	1.05	.66	.47	..
44.	1.12	.70	.50	.40
45.	1.19	.75	.53	.43
46.	1.27	.80	.57	.46
47.	1.35	.85	.61	.49
48.	1.44	.91	.65	.52
49.	1.54	.97	.69	.55
50.	1.64	1.03	.74	.59
51.	1.75	1.10	.79	.63
52.	1.87	1.18	.84	.67
53.	1.99	1.26	.90	.72
54.	2.13	1.34	.96	.77
55.	2.27	1.43	1.02	.82
56.	2.43	1.53	1.09	.87
57.	2.60	1.64	1.17	.93

ANNEXURE III

FORM II

Form of Letter to the Member of Members of the Family of Deceased : Employee where Valid Nomination for the Grant of Benefits under the Tuticorin Port Trust Employees' Insurance Scheme Exists

No.

(Tuticorin Port Trust)

.....Department

Tuticorin, dated the.....

To

Sub : Payment of benefits under the Tuticorin Port Trust Employees' Insurance Scheme in respect of the late Shri/Shrimati,.....

Sir/Madam,

I am directed to state that in terms of the nomination made by the late Shri/Smt.
(Designation), an amount of Rs. (Rupees only) is payable to his/her nominee(s). A copy of the said nomination is enclosed herewith.

2. I am to request that a claim for the grant of the amount may be submitted by you in the enclosed form III.

Yours faithfully,

Head of Office

ANNEXURE IV

FORM III

Form of Application for the Grant of the Benefits under the Tuticorin Port Trust Employees' Insurance Scheme on the death of an employee

(To be filled in separately by each applicant)

1. Name of the applicant
2. (i) Name of the guardian in case the applicant is a minor .
(ii) Date of birth of guardian
3. Name of the deceased employee
4. Date of death of the employee
5. Office/Department in which the deceased served last
6. Relationship with the deceased employee
7. Date of birth of the applicant

*Attestation should be done by two Gazetted Government Servants or two or more persons of respectability in the town, villages or paragana in which the applicant resides.

I, having no family, hereby nominate the person/persons mentioned below and confer on him/them the right to receive to the extent specified below any amount that may be sanctioned by the Tuticorin Port Trust under the Tuticorin Port Trust employees Insurance Scheme in the event of my death while in service or which having become payable on my attaining the age of 58 years may remain unpaid at my death.

Name and addresses of nominee/nominees	Relationship with employee	Age
1	2	3

†Share of amount to be paid to each	Contingencies* on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his predeceasing the employee
4	5	6

***NOTE:** Where an employee who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

I hereby nominate the person(s) mentioned below, who is/are member (s) of my family, and confer on him/them the right to receive to the extent specified below any amount that may be sanctioned by the Tuticorin Port Trust under the Tuticorin Port Trust employees Insurance Scheme in the event of my death while in service or which having become payable on my attaining the age of 58 years remain unpaid at my death.

Name and addresses of nominee/nominees	Relationship with the employee	Age
1	2	3
1. 2. 3.		
†Share to be paid to each	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his pre-deceasing the employee.
4	5	6
1. 2. 3.		

N.B. The employee should draw a line across the blank space below his last entry in Column (1) to prevent insertion of any names after he has signed.

Dated this day of 19 at
Signature along with name and address in block letters of two witnesses :

1.
2.

Signature of the Employee

† This column should be filled in so as to cover the whole amount that may be payable under the Insurance Scheme.

[PET—68/78]

G.S.R. 234(E).—In exercise of the powers conferred by section 126, read with section 28, of the Major Port Trusts Act, 1963 (38 of 1963), the Central Government hereby makes the following first regulations, namely :—

1. Short title and commencement.—(1) These regulations may be called the Tuticorin Port Trust Employees (Recruitment, Seniority and Promotion) Regulations, 1979.

(2) They shall come into force on the first day of April, 1979.

2. Application.—They shall apply to all posts under the Board, except those covered by clause (a) of sub-section (1) of section 24 of the Act.

3. Definitions.—In these regulations, unless the context otherwise requires,—

- (a) "Act" means the Major Port Trusts Act, 1963 (38 of 1963);
- (b) "appointing authority" in relation to any grade or post means the authority empowered under the Tuticorin Port Trust Employees (Classification, Control and Appeal) Regulations, 1979, to make appointment to that grade or post ;
- (c) "Board", "Chairman", "Deputy Chairman" and "Head of Department" have the meanings respectively assigned to them under the Act;
- (d) "cadre" means the strength of a service, or a part of a service sanctioned as a separate unit, consisting of posts or categories of posts the incumbents of which are eligible to be considered for transfer or for promotion by seniority-cum-fitness or seniority-cum-merit when vacancies in higher post occur in the same service or part of the service ;
- (e) "Class I Posts", "Class II posts", "Class III posts" and "Class IV posts" shall have the same meanings as assigned to them in the Tuticorin Port Trust Employees (Classification, Control and Appeal) Regulations, 1979.
- (f) "Departmental Promotion Committee" means a committee constituted from time to time under regulation 29 for the purpose of making recommendation for promotion or confirmation in any grade or post;

(g) "direct recruit" means a person recruited on the basis of a competitive examination or interview or both by the services selection committee;

(h) "duty post" means any post of a particular type whether permanent or temporary;

(i) "employee" means an employee of the Board;

(j) "grade" means any of the grades specified in the Schedule of Board's Staff prepared and sanctioned under section 23 of the Act;

(k) "permanent employee" in relation to any grade or post means an employee who has been substantively appointed to a permanent vacancy in that grade or post;

(l) "Schedule" means the Schedule appended to these regulations;

(m) "Scheduled Castes" and "Scheduled Tribes" shall have the meanings assigned to them in clauses (24) and (25) of article 366 of the Constitution of India;

(n) "Select list" in relation to any grade or post means the select list prepared in accordance with clause (e) of regulation 30 for that grade or post;

(o) "selection post" means a post declared as such under regulation 7 of these regulations;

(p) "services selection committee" means the committee constituted under regulation 16 for the selection of candidates by means of a competitive examination or interview or both for appointment to posts reserved for direct recruitment;

(q) "temporary employee" in relation to any grade or post means an employee holding a temporary or officiating appointment in that grade or post.

4. Gradation list of employees.—A gradation list indicating the respective seniority of the employees shall be maintained for each grade. The list shall indicate separately the permanent and temporary employees.

5. Authorised permanent and temporary strength.—The authorised permanent and temporary strength of the various grades shall be as in the Schedule of staff prepared and sanctioned from time to time under section 23 of the Act.

6. Appointments.—All appointments to posts to which these regulations apply shall be made in accordance with the provisions of these regulations. Appointments may be made either by promotion or transfer of employees or by direct recruitment.

7. Method of recruitment.—The method of recruitment, the qualifications in respect of age, education, training, requirements of minimum experience, essential and/or desirable, classification of posts as selection posts or non-selection posts and other matters connected with the appointments to various posts shall be as shown in the Schedule annexed to these regulations :

Provided that the prescribed upper age limits may be relaxed—

- (i) by the Chairman upto 5 years where the minimum experience prescribed is 10 years or more and upto 3 years where the minimum experience prescribed is 5 to 9 years;
- (ii) in the case of a candidate who is an ex-serviceman, i.e. ex-employee of India's Defence Forces, and who has put in not less than six months continuous service in the Defence Forces, to the extent of the service rendered by him in the Defence Forces plus three years where the vacancy to be filled is a vacancy reserved for such ex-servicemen and dependents of those killed in action and to the extent of the service rendered by him in the Defence Forces where the vacancy to be filled is an unreserved vacancy; and
- (iii) in the case of a candidate belonging to the Scheduled Caste or a Scheduled Tribes, in accordance with such orders as the Central Government may issued from time to time for appointments to services or posts under it in favour of the Scheduled Castes and the Scheduled Tribes :

Provided further that the prescribed lower age limit and educational and other qualifications may, for good and sufficient reasons, to be recorded in writing, be relaxed by the Chairman, if a candidate is otherwise found suitable and well qualified :

Provided also that the qualification regarding experience is relaxable at the discretion of the Chairman in the case of candidates belonging to the Scheduled Caste and the Scheduled Tribes if at any stage of selection the Chairman is of the opinion that sufficient number of candidates from these communities possessing the requisite experience are not likely to be available to fill up the posts reserved for them.

8. Probation.—(1) Every person appointed to a post specified in column 2 of the Schedule, whether by direct recruitment or by promotion or transfer, shall, subject to the provisions of sub-regulations (2) and (3), be on probation for the period specified against that post in that Schedule :

Provided that where the appointment itself is for a period specified in the appointment order, such appointment shall stand terminated on the expiry of such period, unless such period is extended by the appointing authority.

(2) The period of probation may, if the appointing authority deems fit, be extended for a specific period at a time, but the total period of such extensions shall not, save where any extension is necessary by reason of any departmental or legal proceedings pending against the employee, exceed the initial period of probation prescribed.

(3) The period of probation may, if the appointing authority deems fit, be curtailed in deserving cases.

(4) During the period of his probation, an employee may be required to undergo such departmental training and pass such departmental tests as the Chairman may, from time to time, specify in this behalf.

9. Confirmation of employees on probation.—(1) When an employee appointed on probation to any grade or post has passed the specified departmental tests and has completed his probation to the satisfaction of the appointing

authority, he shall be eligible for confirmation in that grade or post subject to the availability of a clear permanent vacancy.

(2) Until an employee on probation is confirmed under this regulation or is discharged or reverted under regulation 10, he shall continue to have the status of an employee on probation.

10. Discharge or reversion of employees on probation :—

(1) An employee on probation who has no lien on any post shall be liable to be discharged from service at any time without notice if—

- (a) on the basis of his performance or conduct during the period of probation, he is considered unfit for further retention in service; or
- (b) if on the receipt of any information relating to his nationality, age, health, education and other qualifications or antecedents, the appointing authority is satisfied that he is ineligible or otherwise unfit for

(2) An employee on probation who holds a lien on a post may be reverted to such post at any time in any of the circumstances specified in sub-regulations (1), being continued in service.

(3) An employee on probation who is not considered suitable for confirmation at the end of the period of probation prescribed in regulation 8, shall be discharged or reverted in accordance with sub-regulation (1) or sub-regulation (2), as the case may be.

11. Seniority.—Permanent employees.—The seniority *inter se* of persons substantively appointed in a grade or posts shall be regulated by the order in which they are so appointed.

(2) Temporary employees.—The seniority of persons directly recruited to a grade and persons appointed on the basis of departmental promotion shall be assigned seniority *inter se* according to rotation of vacancies between direct recruits and promotees which shall be based on the quota of vacancies in the grade reserved for direct recruitment and promotion.

(3) Direct recruits shall be ranked *inter se* in the order of merit in which they are placed at the examination or interview on the results of which they are recruited, the recruits of an earlier examination or interview being ranked senior to those of a later examination or interview.

(4) Persons appointed against promotion quota of vacancies shall be ranked *inter se* according to the order in which they are approved for promotion by the Departmental Promotion Committee.

(5) Notwithstanding anything contained in sub-regulations (1) to (4) above, the seniority already determined prior to the commencement of these regulations shall remain unaffected.

12. Maintenance of roster.—A roster shall be maintained by the Head of Department for each grade in his Department to show whether a particular vacancy should be filled by direct recruitment or promotion. However, in respect of common cadres, the Secretary shall maintain the roster.

13. Reservation.—(a) Orders issued by the Central Government from time to time for the reservation of appointments, whether by direct recruitment or promotion to posts under the Central Government in favour of the Scheduled Castes and the Scheduled Tribes shall apply *mutatis mutandis* to all appointments covered by these regulations.

(b) Orders issued by the Central Government from time to time for the reservation of appointments to posts under it in favour of ex-servicemen and dependants of those killed in action shall also apply to appointments covered by these regulations and to which direct recruitment is made.

14. Application for direct recruitment.—(1) A candidate for appointment by direct recruitment shall apply before such date in such form and in such manner as may from time to time be prescribed by the Chairman. He shall also submit such proof of his age, qualifications or experience, as the Chairman may require.

(2) The crucial date for determining age limit shall in each case be the date for receipt of application in India.

15. Eligibility and disqualification for direct recruitment :

(1) In order to be eligible for direct recruitment to any grade or post, a candidate must be,—

- (a) a citizen of India ; or
- (b) a subject of Nepal; or
- (c) a subject of Bhutan ; or
- (d) a Tibetan or refugee who came over to India before the 1st January, 1962, with the intention of permanently settling in India; or
- (e) a person of Indian origin who has migrated from Pakistan, Burma, Sri Lanka or the East African countries of Kenya, Uganda or the United Republic of Tanzania (formerly Tanganyika and Zanzibar) with the intention of permanently settling in India :

Provided that a candidate belonging to category (a) shall produce such proof of his nationality, as the Chairman may, from time to time require :

Provided further that a candidate belonging to categories (b), (c), (d) and (e) shall be a person in whose favour a certificate of eligibility has been issued by the Government of India :

Provided also that a candidate in whose case the proof of nationality or a certificate of eligibility is necessary may be provisionally appointed, pending the production by him of the necessary proof or the issue of the necessary certificate in his favour by the Central Government, as the case may be

(2) No person,—

- (a) who has entered into or contracted a marriage with person having a spouse living, or
- (b) who having a spouse living, has entered into or contracted a marriage with any person;

shall be eligible for appointment to any grade or post to which these regulations apply :

Provided that the Chairman may, if satisfied, that such marriage is permissible under the personal law applicable to such person and the other party to the marriage and that there are other grounds for so doing, exempt any person from the operation of this sub-regulation.

(3) A candidate must satisfy the appointing authority that his character and antecedents are such as to make him suitable for appointment to any grade or post. No candidate who has been convicted by a court of law for an offence involving moral turpitude or who has been adjudged as an insolvent shall be eligible for appointment to the Board's service.

(4) If any question arises whether a candidate does or does not satisfy all or any other requirements of this regulation, the same shall be decided by the Chairman.

(5) The Chairman may, with the prior approval of the Central Government, modify or waive any of the recruitments of sub-regulation (1) when an appointment for work of a special nature is to be made and it is not practicable to obtain a suitable candidate who fulfils the requirements of these regulations.

(6) Physical fitness of candidate.—A candidate shall be in good mental and bodily health and free from any physical defects likely to interfere with the discharge of his duties as an employee of the Board. A candidate who, after such medical examination as the Chairman may specify is found not to satisfy those requirements will not be appointed.

16. Services selection committees.—(1) There shall be a services selection committee for each category of posts, as mentioned in sub-regulation (2), and the main functions of

such committee shall be to advise and assist the appointing authority in the matter of making selection of candidate for appointment to different posts by direct recruitment.

(2) The category of posts and the services selection committee therefor referred to in sub-regulation (1), shall be the following namely :—

- (a) For Class I and class II posts :—

CHAIRMAN :

Chairman or Deputy Chairman, if appointed, as may be decided by the Chairman.

MEMBERS :

- (i) Head of the Department in which the vacancy exists ;
- (ii) Secretary ;
- (iii) Another Head of Department or a senior Officer nominated by the Chairman in consultation with the Head of the Department in which the vacancy exists; and
- (iv) if so directed by the Chairman, another person from outside the Tuticorin Port Trust, who, in the opinion of the Chairman has the appropriate professional or technical background and experience, for making the selection.

- (b) For Class III and Class IV posts :

CHAIRMAN :

Head of the Department in which the vacancy exists.

MEMBERS :

- (i) Secretary;
- (ii) an officer of the rank not below that of Deputies to Heads of Departments, to be nominated by the Chairman in consultation with the Head of the Department in which the vacancy exists; and
- (iii) if so directed by the Chairman, another person from outside the Tuticorin Port Trust, who, in the opinion of the Chairman has the appropriate professional or technical background and experience, for making the selection.

Note.—Where recruitment to vacancies in more than one Department is to be made at a common selection, the composition of the Committee shall be decided by the Chairman from time to time.

(3) Notwithstanding anything contained in this regulation, it shall be open to the Chairman to engage a Consultant or a Firm of Consultants to advise and assist the appointing authority in the matter of making selection of candidates for appointment to different posts by direct recruitment.

17. Manner of direct recruitment.—All appointments by direct recruitment shall be made by the appointing authority on the recommendation of the concerned services selection committee, Consultant, or a Firm of Consultants, as the case may be :

Provided that it shall be open to the Chairman, for reasons to be recommended in writing, not to accept such recommendation in any particular case :

Provided further that where the appointing authority is an authority subordinate to the Chairman and that authority disagrees with such recommendation in any case, it shall record its reasons for such disagreement and submit the case to the Chairman who shall decide the same :

Provided also that in the case of vacancies of a purely temporary nature and leave vacancies, if a person recommended by the concerned services selection committee, Consultant, or a Firm of Consultants, as the case may be, for inclusion in the waiting list referred to in regulation 24 is

not available, the Chairman, may at his discretion appoint suitable persons in such vacancies for a period not exceeding six months, subject to the conditions that,—

- (i) no candidate who has completed a total service of six months shall be re-appointed or continued, unless he is selected by the concerned services selection committee, Consultant or a Firm of Consultants as the case may be; and
- (ii) the services of the person appointed on a purely temporary basis are terminated, as soon as a candidate selected by the concerned services selection committee, Consultant or a Firm of Consultants, as the case may be, is available :

Provided also that in case of immediate necessity and when the waiting list is used up, a purely temporary appointment may be made by the Chairman or the Deputy Chairman, pending selection by the appropriate services selection committee, Consultant, or a Firm of Consultants, as the case may be.

18. Advertisement of the posts in certain cases.—Posts intended to be filled by direct recruitment shall be advertised, if it appears that the local Employment Exchange is not in a position to recommend names of suitable candidates.

Note :—Copies of the notifications and advertisements should also simultaneously be sent to (1) the Director General, Employment and Training, Ex-service-men Cells, New Delhi-1; and (2) such associations, etc., recognised by the Central Government as representative of the Scheduled Castes and the Scheduled Tribes, as the case may be, for purpose of orders relating to special representation in the services.

19. Grant of higher starting pay or condonation of physical defects in certain cases.—The services selection committee, Consultant, a Firm of Consultants as the case may be, may, besides recommending candidates for appointment, also recommend, in deserving cases the grant of a higher starting pay or condonation of any physical defects in respect of them.

20. Canvassing support to be a disqualification.—Any endeavour on the part of a person or his relations or friends to canvass support by direct or indirect method for his application for appointment in the service of the Board or for promotion to a higher post shall disqualify him for the appointment or promotion.

21. Suppression of facts.—Any candidate who is found to have knowingly furnished any particulars which are false or to have suppressed material information of a character, which if known, would ordinarily have debarred him from getting an appointment in the Board's service is liable to be disqualified, and, if appointed, to be dismissed from service.

22. Eligibility of existing employees for direct recruitment.—When the posts required to be filled by direct recruitment are advertised, employee already in service may also apply, provided that they possess the prescribed qualifications and experience.

23. Conduct of written or practical tests in certain cases.—The Chairman in the case of Class I posts, and the Chairman or the Deputy Chairman if appointed, in the case of other posts, may decide whether a written or a practical test or both should be held and also name the officer who should hold the said test and the manner in which the test should be held and other details thereof.

24. List of approved candidates for appointment.—The services selection committee, Consultant or a Firm of Consultants, as the case may be, may recommend, in the order of merit, as adjudged by it, the names of the selected candidates to be kept on a waiting list for consideration for appointment to posts earmarked for direct recruits. Such a list may be deemed to be valid for a period of 12 months from the date on which the list is finalised. Such of the candidates on the waiting list as are likely to be offered appointments in appropriate vacancies within a reasonable period may be informed that their names have been kept on the waiting list for being absorbed in vacancies likely to arise in the near future.

25. Cancellation of appointment order.—If a candidate selected for the post earmarked for direct recruits fails to join duty within the date mentioned in the appointment order and where no such date is mentioned, within 30 days of the date of issue of the appointment order, or within such extended period as the Chairman may fix, the appointment order shall be deemed to have been cancelled.

26. Payment of travelling allowance for attending interviews.—In the case of posts filled by direct recruitment, all journeys which the candidates (including persons already in the service of the Board) may have to perform for the purpose of written and practical tests or interview shall be at their own cost. However, candidates belonging to the Scheduled Castes or the Scheduled Tribes called for written and practical tests or interview may be granted travelling allowance in accordance with the Board's orders issued from time to time in this behalf.

27. Employment of near relatives of deceased employees.—Notwithstanding anything contained in these regulations, the Chairman or the Deputy Chairman, if appointed, may dispense with the normal procedure of recruitment prescribed in these regulations and appoint the legitimate son or daughter or a very near relative or the surviving spouse of an employee of the Board who dies while in service, if the person to be so appointed possesses the prescribed qualifications and experience and is otherwise found suitable.

Note :—The reasons for departing from the normal procedure of making appointments shall be recorded in writing while exercising the power under this regulation. The object of this provision is to render help to the family in indigent circumstances.

28. Part-time appointment.—The Chairman may appoint any person or persons on a part-time basis for a specific period, not exceeding two years at a time, and on such other terms as may be specified by him from time to time.

29. Departmental promotion committee.—(1) There shall be a Departmental promotion committee, as mentioned in sub-regulation (2) for each category of posts for the different units of the Board, the main functions of such committee being to advise and assist the appointing authority in the matter of making selection of candidates for appointment to different posts by promotion in accordance with these regulations.

(2) The categories of posts and the composition of the departmental promotion committees therefor referred to in sub-regulation (1) shall be the following, namely :—

(a) For Class I posts and Class II posts :

- (i) Chairman;
- (ii) Deputy Chairman, if appointed ;
- (iii) Secretary or F.A. and C.A.O., as may be nominated by the Chairman for a specific period ; and
- (iv) Head of the Department where the vacancy exists

Note :—The Chairman, or in his absence, the Deputy Chairman, if appointed shall preside over the meeting of this committee. If owing to unavoidable reasons, the Secretary or the FA & CAO, as the case may be, is unable to attend, a senior officer from their respective Department may attend with the prior approval of the Chairman or the Deputy Chairman.

(b) For Class III and Class IV posts :

- (i) Head of the Department where the vacancy exists;
- (ii) Secretary; and
- (iii) two officers of the rank not below that of Deputies to Heads of Departments, to be nominated by the Chairman for a specific period :

Provided that where promotions to vacancies in more than one Department are made on the basis of a common selection, the composition of the committee shall be decided by the Chairman from time to time.

Provided further that, as far as possible, the Head of the Department concerned and the two other officers nominated as members of the committee shall attend the meeting personally. If due to unavoidable reasons, they cannot attend a meeting personally, the next senior officer in their respective Department shall attend the meeting.

Note :—The Head of the Department concerned, if present, and in his absence, the Secretary shall preside over the meetings of the committee.

30. Field of selection for promotions.—Where promotion is to be made to a non-selection post, the employees, who are senior most in the gradation list of the cadre from which promotions are made, shall ordinarily be considered for selection. Where promotion is to be made to a selection post, the field of selection shall not be less than three times and shall not be more than five times the number of vacancies subject to employees with necessary qualifications and experience being available. The departmental promotion committee may, at its discretion, alter these limits to suit exceptional circumstances.

(2) The following principles and procedures shall normally be observed for making departmental promotions namely :—

- (a) no employee shall be promoted to a higher post, unless his record shows that he possesses the necessary positive qualifications for the higher post such as personality, educational qualifications, initiative strength of character and readiness to assume individual responsibilities;
- (b) in the case of promotion to a non-selection post, no employee who possesses the positive qualifications referred to in clause (a) shall be passed over by a person junior to him unless the Chairman otherwise directs for special reasons to be recorded in writing;
- (c) in the case of promotion to a selection post, the departmental promotion committee shall assess the merits of the employees concerned and grade them as 'outstanding', 'very good' and 'good' and arrange their names on the relative select list in the order of their seniority, all those graded 'outstanding' shall however, be senior on the select list to those graded as 'very good' and those graded 'very good' shall be senior to those graded as 'good', and so on;
- (d) in assessing the merits of employees on comparative basis for the purpose of principles laid down in clauses (a) and (c), the ability, energy, initiative, integrity, sense of responsibility, etc., of the employee's concerned shall be taken into consideration for a period of time (when possible, for not less than three years) and judgment shall be formed, wherever possible, after carefully considering the reports of three different superior officers;
- (e) the departmental promotion committee shall, from time to time, prepare in respect of posts which are required to be filled by promotion, select lists of eligible employees from the cadre from which promotions are to be made;
- (f) the select list shall be prepared generally having regard to the provisions contained in clauses (a), (b), (c) and (d);
- (g) with a view to providing for casualties and for some unforeseen vacancies, the number of employees on each select list shall normally be slightly more than the number of vacancies which are likely to arise in the higher posts in the following twelve months.

31. Relaxation of qualifications in certain cases of promotion.—When a post is filled by promotion, the departmental promotion committee may subject to the approval of the Chairman relax the academic qualifications, if the candidate to be promoted is otherwise suitable and qualified by reason of adequate experience.

32. Ad-hoc appointments.—All appointments by promotion shall be made by the appointing authority in the order in which the employees are placed in the relative select list :

Provided that in case of immediate necessity and no suitable employee is available for promotion, the Chairman or the appointing authority, with the Chairman's prior approval, may make a purely ad-hoc appointment for a period not exceeding six months, at a time and the total period of such ad-hoc appointment shall not exceed one year.

33. Departmental tests for confirmation, in certain cases.—The Chairman may specify, from time to time, the number of post, confirmation in or promotion to which shall be subject to the passing of a qualifying departmental test. The Chairman may also specify, from time to time, the details of the qualifying departmental test such as the procedure for holding the test, the syllabus for the test, the intervals at which the test shall be held, the maximum period within which the test shall be passed by the candidates, etc.

34. Reversion due to failure in departmental tests.—An employee promoted to a post shall pass such qualifying, departmental test, as may be specified by the Chairman from time to time, within such period, as may be specified by him, failing which the employee shall be reverted. When the passing of a test is specified as a condition precedent to promotion to a higher post, no employee shall be considered for promotion to such a post, until he passes the prescribed test :

Provided that the Chairman may relax the condition for the passing of such test for special reasons to be recorded in writing in any individual case.

35. Deputation.—Any employee may be permitted to serve on deputation or on foreign service under the control of the Central or a State Government, a local authority, a statutory undertaking or a Government Company, as defined in the Companies Act, 1956 (1 of 1956), or an institution receiving grant from Government, on such terms as may be agreed upon by the Chairman from time to time.

36. Interpretation.—Where a doubt arises as to the interpretation of any of these regulations, the matter shall be referred to the Chairman who shall decide the same.

37. Repeal and Savings.—The following rules corresponding to these regulations which were in force immediately before the commencement of these regulations are hereby repealed :—

- (1) Port of New Tuticorin (Medical Officer of Civil Surgeons Grade) Recruitment Rules, 1976. (2) Port of New Tuticorin (Financial Adviser and Chief Accounts Officer, Accounts Officer and Subordinate Accounts Service Accountant) Recruitment Rules, 1976. (3) Port of New Tuticorin Superintending Engineer (Civil) Recruitment Rules, 1976 (4) Tuticorin Harbour Project Class I and Class II Engineering posts) Recruitment Rules, 1965. (5) Mangalore and Tuticorin Harbour Project (Class I and Class II Posts) Recruitment (Amendment) Rules, 1974. (6) Mangalore and Tuticorin Harbour Project (Class I and Class II Engineering Posts) Recruitment (Second amendment) Rules, 1966. (7) Port of New Tuticorin (Deputy Conservator, Harbour Master, Pilot and Traffic Manager) Recruitment (Amendment) Rules, 1977. (8) Mangalore and Tuticorin Harbour Project (Class I and Class II) Recruitment (Amendment) Rules, 1966. (9) Port of New Tuticorin (Fire-cum-Assistant Safety Officer) Recruitment Rules, 1975. (10) Tuticorin Harbour Project (Class III and Class IV Posts) Recruitment Rules, 1968. (11) Tuticorin Harbour Project (Class III and Class IV) Recruitment (Amendment) Rules, 1973. (12) Port of New Tuticorin (Maternity Assistant and Helper (Unskilled)) Recruitment Rules, 1976. (13) Port of New Tuticorin (Librarian) Recruitment Rules, 1976. (14) Port of New Tuticorin (Care Taker-Cook-cum-Bearer) Recruitment Rules, 1977. (15) Tuticorin Harbour Project (Class III and Class IV) Recruitment (Amendment) Rules, 1974. (16) Port

of New Tuticorin (Group C and Group D Posts—Transfer of Personnel from Workcharged Establishment) Recruitment Rules, 1977. (17) Port of New Tuticorin (Junior Marine Surveyor, Recruitment Rules, 1976. (18) Port of New Tuticorin (V.H.F. Operator Recruitment Rules, 1977. (19) Port of New Tuticorin (Leading Fireman, Fireman and Pump Operator-cum-Mechanic) Recruitment Rules, 1975. (20) Port of New Tuticorin (Supervisor, Outdoor Clerk, Sweeper and Messenger) Recruitment Rules, 1977. (21) Port of New Tuticorin (Pointsman) Recruitment Rules, 1978. (22) Port of New Tuticorin (Driver Project Bus) Recruitment Rules, 1975 (23) Port of New Tuticorin (Medical officer of Civil Assistant Surgeons Grade) Recruitment (Amendment) Rules, 1976. (24) Port of

New Tuticorin (Medical Officer of Civil Assistant Surgeons Grade) Recruitment (Amendment) Rules, 1977. (25) Tuticorin Harbour Project (Class I and Class II) Recruitment (Amendment) Rules, 1973. (26) Tuticorin Harbour Project (Class I and Class II) Recruitment (Amendment) Rules, 1974. (27) Tuticorin Harbour Project (Class I and Class II) Recruitment (Amendment) Rules, 1973. (28) Tuticorin Harbour Project (Class III and Class IV) Recruitment (Amendment) Rules, 1971. (29) Tuticorin Harbour Project (Class III and Class IV) Recruitment (Amendment) Rules, 1974. (30) Tuticorin Harbour Project (Class III and Class IV) Recruitment (Amendment) Rules, 1975. (31) Port of New Tuticorin (Cost Accounts Officer and Cost Accountant) Recruitment Rules, 1978.

SCHEDULE

Sl. No.	Name of post	No. of post	Scale of pay	Classification	Age limits lower and upper for direct recruits	Educational Qualifications and other qualifications required for direct recruits
1	2	3	4	5	6	7
1.	Assistant Secretary	Three	Rs. 650-30-740-35-880-EB-40-1040.	Class II	30 years	Essential : Degree of a recognised University. Desirable : (1) Post Graduate Degree or Diploma in Business Administration or Industrial Labour Relations or Law. (2) Experience in Port Administration.

Whether age and educational and other qualifications prescribed for direct recruits will apply in the case of promotees and persons holding an analogous post in another Department and deputationists	Method of recruitment whether by promotion, transfer, deputation or direct recruitment and percentage of vacancies to be filled by different methods of recruitment	Whether post is a selection post or non-selection post (for promotion only)	In case of promotion or transfer cadres from which promotion or transfer shall be made	Prescribed period or probation	Remarks
8	9	10	11	12	13
Qualifications : No Age : No	By promotion, failing which by transfer, and failing both by direct recruitment.	Selection	Promotion : Superintendent with five years service in the grade in the Port. Transfer : Persons holding analogous posts or with 5 years regular service in posts in the scale of Rs. 550-750 or equivalent or with 7 years regular service in posts in the scale of Rs. 425-700 or equivalent under the Central Government Departments or Major Ports and possessing the qualifications and experience prescribed for direct recruits in column 7.	Two years	Nil.

1	2	3	4	5	6	7
2. Medical Officer	Two	Rs. 650-30-740-35-810- EB-35-880-40-1000- EB-40-1200.	Class II	30 years	Essential :	
					1. A Medical qualification included in First or the Second Schedule or Part II of Third Schedule (other than Licentiate qualification) to the Indian Medical Council Act 1956 (102 of 1956). Holders of educational qualifications included in part II of Third Schedule should fulfil the conditions stipulated in section 13(3) of the said Act.	
					2. Completion of compulsory rotation in turn of shift	
					Desirable :	
					Knowledge of Tamil.	
					Note : Section 13(3) of the Medical Council Act, 1956—"The medical qualifications granted by medical institution outside India which are included in Part II of the Third Schedule shall also be recognised medical qualifications for the purpose of this Act, but no person possessing any such qualification shall be entitled to enrolment on any State Medical Register unless he is a citizen of India and has undergone such practical training after obtaining that qualification as may be required by the rules or regulations in force in the country granting the qualification, or if he has not undergone any practical training in that country, he has undergone such practical training as may be prescribed."	
8	9	10	11	12	13	
Not applicable	By direct recruitment failing which by transfer or transfer on deputation.	Not applicable	Transfer or transfer on deputation : Suitable officers holding analogous posts under Major Port Trusts, Central/State Government departments.	Two years	Nil.	
			(Period of deputation ordinarily not exceeding three years).			

1	2	3	4	5	6	7
3. Accounts Officer .	One	Rs. 840-40-1000-EB-40-1200.	Class II	Not applicable	Not applicable	
4. Junior Accounts Officer.	7	Rs. 500-20-700-EB-25-900.	Class II	Not applicable	Not applicable	
8	9	10	11	12	13	
Not applicable	By promotion, failing which by transfer on deputation.	Selection	Promotion : Junior Accounts Officers (non-deputationists) in the Port with five years' service in the grade rendered after appointment there to on a regular basis. Transfer on deputation : Officers of the rank of Accounts Officer or Audit Officers or with five years' regular service in the grade of Junior Accounts Officer (Scale Rs. 500-900) or equivalent in any of the organised Accounts departments (Viz. Indian Audit and Accounts Department, Indian Defence Accounts Department, Indian Railway Accounts Department, Indian Posts and Telegraphs Accounts and Finance Department and Indian Civil Accounts Department) or Major Port Trusts. (Period of deputation ordinarily not exceeding three years).	Two years	Nil.	
Not applicable	By promotion, failing which by transfer or transfer on deputation.	Not applicable	Promotion : Lower Division Clerks/Telephone a Operator-cum-Clerks, Upper Division Clerks, Head Clerks, Superintendents of the Port after putting in a total regular service of not less than six years in any one or more grades put together and passing the departmental accounts examination (Two parts) conducted by the Port. Transfer or transfer on deputation : Officers of the rank of SAS Accountant from any of the organised Accounts Departments (e.g. Indian Audit and Accounts Department, Indian Defence Accounts Department, Indian Railway Accounts Department, Indian Posts and Telegraphs Accounts and Finance Department and Indian Civil Accounts Department) or Major Port Trusts. (Period of deputation ordinarily not exceeding three years)	Two years	Nil.	

1	2	3	4	5	6	7	8	9	10	11	12	13
5. Cost Accounts Officer.	1	Rs. 840-40-1000-EB-40-1200.	Class II	40 years	Essential :							
						(1) Accountancy qualifications recognised for enrolment in Register of Members maintained by the Council of the Institute of Chartered Accountants of India or the final examination of the Institute of Cost and Works Accounts, London or the Indian Institute of Costs and Works Accountants, Calcutta.						
						(2) About three years' practical experience, preferably in cost accounting, of which about 2 years should have been spent either in a position of responsibility or in the profession concerned.						
						Desirable :						
						(1) Bachelor's Degree in Commerce of a recognised University or equivalent.						
						(2) About five years' experience in a responsible capacity in a chartered accountants firm or a business house of standing or under Government including experience of dealing with financial side.						

8	9	10	11	12	13
Age : No Qualifications : Yes	By promotion, failing which by transfer or transfer on deputation, failing all by direct recruitment.	Selection	Promotion : Upper Division Clerks (Scale Rs.330- 560)Head Clerks (Scale Rs. 425- 700) of the Post with three years' service in the grade who fulfil the quali- fication prescribed for direct recruits at Column 7. Transfer or Transfer on deputation : Person holding analogous posts in Major Port Trusts or Central Go- vernment departments or State Government and possessing the qualifications prescribed for direct recruitment under Column 7. (Period of deputation not ordinarily exceeding three years).	Two years	Nil.

1	2	3	4	5	6	7
7. SuperIntending Engineer (Civil).	1	Rs. 1500-60-1800-100- 2000.	Class I	45 years	Essential : (i) Degree in Civil Engineering of recognised University or its equivalent. (ii) 10 years' experience in Harbour Engineering or comparable ex- perience in a senior Civil Engineer- ing post at a Port. Desirable : Working knowledge of operation of electrical and Mechanical equip- ment used at docks and harbours.	

8	9	10	11	12	13
Age : No Qualifications : Yes	By promotion, failing which by transfer on deputation,failing both by direct recruitment.	Selection	Promotion : Executive Engineer (Civil) with five years service in the grade in the Port. Transfer on deputation : Officers holding analogous posts or with five years service in the post in the next lower grade under Major Port Trusts, Central Government Departments. (Period of deputation ordinarily not exceeding three years).	Two years	Nil.

1	2	3	4	5	6	7
8.	Executive Engineer (Civil)	4	Rs. 1100-50-1600	Class I	40 years	Essential: (i) A degree in Civil Engineering of a recognised University or its equivalent. (ii) Five years' experience in Harbour Engineering.
9.	Assistant Engineer (Civil)	14	Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200	Class II	30 years	Essential: (i) Degree in Civil Engineering of a recognised University or its equivalent. (ii) Two years experience in Designs, construction and maintenance of Civil Engineering works. Desirable: Experience in Harbour Engineering.
8	9	10	11	12	13	
Age : No Qualifications : Yes	By promotion, failing which by transfer on deputation, and failing both by direct recruitment.	Selection	Promotion : Assistant Engineer (Civil) and Marine Surveyor with five years' service in the respective grades in the Port. Transfer on deputation : Officers holding analogous posts or with atleast five years service in the posts in the next lower grade under Major Port Trusts, Central Government departments (Period of deputation ordinarily not exceeding three years).	Two years	Nil	
No	By promotion, failing which by transfer on deputation, and failing both by direct recruitment.	Selection	Promotion : Technical Assistant (Civil) Direct recruits with two years' service in the grade, Junior Engineers (Civil) (Degree holders) with 3 years' service in the grade, Junior Engineers (Civil) and Draftsmen grade I (Civil), (Diploma holders) with five years service in the grade and Head Draftsman (Civil) (Diploma Holders with five years' service in the grade of Draftsman Grade I (Civil) and Head Draftsman (Civil) put together. Draftsman Grade I/Head Draftsman should have atleast one years' field experience. Note: In the case of promotee Technical Assistants, service in the grades of Technical Assistant and Junior Engineer put together should not be less than three years. Transfer on deputation : Suitable officers holding equivalent posts under Major Port Trusts or Central / State Government departments (Period of deputation ordinarily not exceeding three years).	Two years	Nil	

1	2	3	4	5	6	7
10. Technical Assistant (Civil)	2	Rs. 550-25-750-EB-30-900.	Class II	30 years		Essential: Bachelor's degree in Civil Engineering. Desirable: Experience in design of civil structures relevant to Ports and Marine structures.
11. Dress Diver		Rs. 650-30-740-35-810-35-880-40-1000-EB-40-1200.	Class II	35 years		Essential: (i) Degree or Diploma in any branch of Engineering from a recognised University or equivalent. (ii) Adequate training and experience in the use of diving equipment in deep sea.

8	9	10	11	12	13
Age : No Qualification: Yes	By promotion, failing which by transfer on deputation, and failing both by direct recruitment.	Selection	Promotion: Junior Engineers (Civil) two years' service in the grade in the Port. Transfer on deputation: Persons possessing the qualifications prescribed for direct recruitments working in similar or equivalent or lower grade in Central Government/State Government departments and Port Trusts. (Period of deputation ordinarily not exceeding three years).	Two years	Nil
Age: No Qualifications: Yes	By promotion, failing which by transfer on deputation, and failing both by direct recruitment.	Selection	Promotion: Junior Engineers with three years' service in the case of degree holders and five years service in the grade in the case of diploma holders and possessing practical experience in diving work in deep sea. Transfer on deputation: Officers under the Central/State Government departments and Major Ports holding analogous posts, or with at least three or eight years' service in the posts carrying the scale of Rs. 550-900 or Rs. 425-700 respectively, and possessing the qualification mentioned above (Period of deputation ordinarily not exceeding three years).	Two years	Nil

1.	2.	3.	4.	5.	6.	7.
12. Marine Engineer.	1	Rs. 1200-50-1500-60-1800.	Class I.	45 years.	Essential: (i) Certificate of competency issued by the M.O.T. as, First Class Engineer (Endorsed for both Steam and Diesel). (ii) Experience in the Maintenance of and repairs to floating crafts both a float and a shore.	
13. Assistant Engineer (Marine).	2	Rs. 650-30-740-35-880-EB-40-960.	Class II.	40 years.	Essential: (i) Must possess certificate of competency as Sea going Driver (Motor) issued by the Mercantile Marine Department. (ii) Must have practical experience in handling motor vessels for a period not less than 5 years.	
14. Executive Engineer (Mechanical).	1	Rs. 1100-50-1600.	Class I.	40 years.	Essential: A(i) A degree in Mechanical Engineering of a recognised University or its equivalent. (ii) Five years' experience in a reputed workshop engaged preferably in the Manufacture of repairs of Marine Engineer and auxiliary Machinery or in both. (or) B(i) First Class B.O.T. or M.O.T. certificates. (ii) Three years' experience in a large Marine or Mechanical workshop in a reputable position.	

8.	9.	10.	11.	12.	13.
Age: No. Qualifications: Yes.	By direct recruitment, failing which by transfer on deputation.	Not applicable	Transfer on deputation: Officers holding analogous posts or with five years' service in posts in the next lower grade in Major Port Trusts.(Period of deputation ordinarily not exceeding three years).	Two years.	Nil.
Age: No. Qualifications: Yes.	By promotion failing which by direct recruitment.	Selection	Promotion: Employees in the next lower grade working in the floating crafts or in the Marine workshop possessing the qualifications prescribed for direct recruits.	Two years.	Nil.
Age: No. Qualifications: Yes.	By promotion, failing which by transfer on deputation and failing both by direct recruitment.	Selection	Promotion: Assistant Engineer (Mechanical) with five years' experience in the grade in the post. Transfer on deputation: Officers holding analogous posts or with atleast five years' service in the post next lower grade under the Major Port Trusts or Central Government departments. (Period of deputation ordinarily not exceeding three years).	Two years.	Nil.

1	2	3	4	5	6	7
15. Assistant Engineer (Mechanical).		3	Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200.	Class II.	30 years.	Essential: (i) Degree in Mechanical Engineering of a recognised University or its equivalent. (ii) Two Years experience in a large Mechanical or Marine workshop or organisation.
16. Technical Assistant (Mechanical).		1	Rs. 550-25-750-EB-30-900.	Class II.	30 years.	Essential: Bachelor's Degree in Mechanical Engineering. Desirable: Experience in planning and fabrication of port equipment and machinery and tool design.
8	9	10	11	12	13	
No.	By Promotion, failing which by transfer on deputation, failing both by direct recruitment.	Selection.	Promotion: Technical Assistant (Mechanical) (Direct recruits) with two years' service in the grade. Junior Engineers (Mechanical) (Degree Holders) with 3 years' service in the grade. Junior Engineers (Mechanical) and Draftsman Grade I (Mechanical) (Diploma holders) with five years' service in the grade and Head Draftsman (Mechanical) Diploma holders) with five years' service in the grade of Draftsman Grade I (Mechanical) and Head Draftsman (Mechanical) put together. Draftsman Grade I/Head Draftsman should have one years' field experience. Notes: In the case of promotees Technical Assistants, service in the grades of Technical Assistant and Junior Engineer put together should not be less than three years. Transfer on deputation: Suitable Officers holding equivalent posts under Major Port Trusts or Central/State Government Departments. (Period of deputation ordinarily not exceeding three years.).	Two years	Nil.	
Age : No. Qualifications: Yes.	By promotion, failing which by transfer on deputation, and failing both by direct recruitment.	Selection.	Promotion: Junior Engineers (Mechanical) with two years' service in the grade in the port. Transfer on deputation: Persons possessing the qualifications prescribed for direct recruitment working in similar or equivalent or lower grade in Central Government/State Government departments and Port Trusts. (Period of deputation ordinarily not exceeding three years).	Two years	Nil.	

1	2	3	4	5	6	7
17.	Assistant Engineer (Electrical).	1	Rs. 650-30-740-35-810- EB-35-880-40-1000- EB-40-1200.	Class II	30 years	Essential: (i) Degree in Electrical Engineering of a recognised University or its equivalent. (ii) Two years experience of working in a large electrical establishment.

8	9	10	11	12	13
No	By promotion, failing which by transfer on deputation, and failing both by direct recruitment.	Selection.	Promotion: Technical Assistants (Electrical) (Direct Recruits) with two years' service in the grade, Junior Engineers (Electrical) (Degree Holders) with three years' service in the grade, Junior Engineer (Electrical) and Draftsman Grade I (Electrical) (Diploma Holders) with five years' service in the grade and Head Draftsman (Electrical) (Diploma holders) with five years' service in the grade of Draftsman Grade I (Electrical and Head Draftsman (Electrical) put together. D'Man Grade I/Head Draftsman should have at least one years' field experience.	Two Years	Nil

Note:

In the case of promotee (Technical Assistants) service in the grade of Technical Assistant and Junior Engineer put together should not be less than three years.

Transfer on deputation:

Suitable officers holding equivalent posts under Major Port Trusts or Central/State Government departments.

(Period of deputation ordinarily not exceeding three years).

1	2	3	4	5	6	7
18. Technical Assistant (Electrical).	1	Rs. 550-25-750-EB-30-900.	Class II	Between 18 and 30 years	Essential: Bachelor's degree in Electrical Engineering. Desirable: Experience in planning and designing of electrical substations, power distributions to wharf cranes and other machinery in Ports.	
19. Deputy Materials Manager.	1	Rs. 1100-50-1600.	Class I	40 years	Essential: (i) Degree in Mechanical/Electrical Engineering of a recognised University or its equivalent. (ii) Experience in Materials Management in a responsible capacity in a reputable organisation. Desirable: A Degree or Diploma in Materials Management.	
8	9	10	11	12	13	
Age : No. Qualifications: Yes.	By promotion, failing which by transfer on deputation and failing both by direct recruitment.	Selection	Promotion: Junior Engineers (Electrical) with two years' service in the grade in the Port. Transfer on deputation: Persons possessing the qualifications prescribed for direct recruitment, working in similar or equivalent or lower grade in Central Government/State Government departments and Port Trusts (Period of deputation ordinarily not exceeding three years).	Two years	Nil	
Age : No. Qualifications: Yes.	By promotion, failing which by transfer on deputation, and failing both by direct recruitment.	Selection	Promotion: Assistant Materials Managers with five years' Service in the grade in the Port after appointment thereto on regular basis: Provided that in case the transferee to the grade of Assistant Materials Manager, the service rendered in an equivalent post in the scale of Rs. 650-1200 shall count as regular service. Transfer on deputation: Suitable officers holding analogous posts under Major Port Trusts Central/State Government departments and Public Sector undertakings (Period of deputation ordinarily not exceeding three years).	Two years	Nil	

1	2	3	4	5	6	7	8	9	10	11	12	13
20. Assistant Materials Manager	3	Rs. 650-35-810-EB-35-880-40-1000-EB-40-1200	Class II	30 years	Essential: (1) A degree in Mechanical/Electrical Engineering of a recognised University or its equivalent. (ii) Experience in Materials Management in a responsible capacity in a reputable organisation. Desirable: A degree or diploma in Materials Management.							
21. Harbour Master	1	Rs. 1500-60-1800	Class I	45 years	Essential: (i) Must hold a certificate of competency as Master of a foreign going ship issued by the Ministry of Shipping and Transport or by Board of Trade, U.K. or any Commonwealth Country whose certificate of competency has Commonwealth validity. (ii) Five Years experience as Pilot after attaining proficiency in handling all types of ships with unrestricted tonnage.							
No	By transfer, (only for initial recruitment to the grade) and there after by promotion, failing which by transfer on deputation, failing which by direct recruitment.	Selection	Transfer: Assistant Engineers (Mechanical) of the Port (Scale Rs. 650-1200). Promotion: Junior Materials Managers with 3 years service in the grade in the case of degree holders and five years' service in the case of diploma holders in the Port in the grade. Transfer on deputation: Suitable Officers holding analogous posts under Major Port Trusts, Central/State Government departments or Public Sector undertakings (Period of deputation ordinarily not exceeding three years).	Two years	Nil							
Age: No Qualifications: Yes	By promotion, failing which by transfer on deputation and failing both by direct recruitment.	Selection	Promotion: Pilots with five years' service in the grade in the Port after appointment basis. Transfer or transfer on deputation: Officers holding analogous posts or with five years' service in the post in the next lower grade in Major Port Trusts, (Period of deputation ordinarily not exceeding three years.)	Two years	Nil							

1	2	3	4	5	6	7
22. Pilot	2	Rs. 1200-50-1500-60-1800.	Class I	45 years	Essential: (i) Must hold a certificate of competency as Master of a foreign going ship issued by the Ministry of Shipping and Transport, Government of India or Board of Trade, U.K. or of any other Commonwealth Country whose certificate of competency has Commonwealth validity. (ii) Three years' experience as Chief Officer at a foreign going ship or as Executive Officer in the Indian Navy.	
23. Marine Surveyor	1	Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200.	Class II	35 years	Essential: (i) Degree in Civil Engineering of a recognised University or its equivalent qualification. or Certificate of having passed the T.S. Rajendra final passing out examination. or Ministry of Transport Certificate of competency as second mate (foreign going) or higher grade certificate. (ii) About three years' practical experience either in the Indian Navy or Merchant Navy or a Hydrographic Survey organisation including about two years' practical experience in hydrographic Surveying.	

8	9	10	11	12	13
Not applicable	By direct recruitment, Not failing which by transfer on deputation.	Not applicable	Transfer on deputation : Officers holding analogous posts in Major Port Trusts, Maritime State Government, and Central Government Departments. (Period of deputation ordinarily not exceeding three years).	Two years	Nil
No	By promotion, failing which by transfer on deputations, failing both by direct recruitment.	Selection	Promotion : Assistant Marine Surveyors with five years' service in the grade in the Port after appointment thereto on a regular basis. Transfer on deputation : Suitable Officers holding analogous posts in the Central/State Government departments or Major Port Trusts and the Public Sector Undertakings. (Period of deputation ordinarily not exceeding three years).	Two years	Nil

3	2	3	4	5	6	7	8/
24. Assistant Marine Surveyor	2	Rs. 550-25-700-EB-30-900.	Class II	30 years	Essential: (i) Degree or diploma in Civil Engineering of a recognised University or its equivalent or Certificate of having passed the T.S. Rajendra final passing out Examination or M.O.T. Certificate of competency as Second mate or Higher grade certificate. (ii) About three years' practical experience in Marine Survey.		
25. Fire-cum-Assistant Safety Officer	1	Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200.	Class II	Between 30 and 45 years	Essential: (i) Matriculation or its equivalent. (ii) Graduate ship examination of Institute of Fire Engineers (London) or should have passed B.S.C. with Chemistry as one of the main subjects or advanced Diploma Course of National Fire Service College, Nagpur or equivalent. (iii) Should have undergone divisional fire officers course of National Fire Service College, Nagpur. (iv) Should have served not less than 5 years in a Fire Service Organisation in an industrial town in a rank not below station Officer (should have served for 2 years in case of the Scheduled Castes and Scheduled Tribe). (v) Medical Standard: Height 168 cm Wt: 50 kgs, Chest Measurement Normal 81 cms Exp: 86 cms vision: Normal in both eyes colour vision is essential and swearing of glasses is not permissible except to employees over age of 40 years.		
8	9	10	11	12	13		
Age: No Qualifications: Yes	By promotion, failing, which by transfer on deputation, failing both by direct recruitment.	Selection	Promotion: Junior Marine Surveyor with three years' service in the grade in the Port after appointment thereto on a regular basis. Transfer on deputation: Officers holding analogous posts or next lower grade with five years' service in the next lower grade in Major Port Trusts, Central or State Government departments and Public Sector undertakings. (Period of deputation ordinarily not exceeding three years).	Two years	Nil		
Age: No Qualifications: Yes	By promotion, failing which by transfer on deputation failing both by direct recruitment.	Selection	Promotion: Safety Inspector with eight years' services in the grade and Sub-Officers with 13 years service in the grade in the Port. Transfer on deputation: Officers holding analogous posts in Major Port Trusts, Central/State Government departments, Public Sector undertakings and possessing qualification and experience prescribed for direct recruits under Column 7. (Period of deputation ordinarily not exceeding three years.)	Two years	Nil		

1	2	3	4	5	6	7
26. Dredger Master	1	Rs. 900-40-1100-EB-40-1400.	Class I	40 years	Essential: Must possess M.O.T. Master (Home Trade) Certificate or Foreign Going Mate Certificate.	
27. Mate (Dredger)	1	Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200.	Class II	40 years	Essential: Must possess M.O.T. Master (Home Trade) Certificate or First Mate (Home Trade) Certificate or Second Mate (Foreign Going) Certificate.	
28. Dredging Engineer	1	Rs. 900-40-1100-EB-50-1400.	Class I	40 years	Essential: Must possess First or Second Class MOST Engineer Certificate (Steam or Steam and Diesel).	
29. Assistant Dredging Engineer	1	Rs. 650-30-740-35-880-EB-40-760.	Class II	40 years	Essential: Must possess M.O.T. First or Second Class Engineers Certificate (Steam or Steam and Diesel).	
30. Marine Foreman	1	Rs. 550-25-750-EB-30-900.	Class II	Between 18 and 35 years	Essential: (i) Should have passed Matriculation or its equivalent. (ii) Second Mate Foreign going Certificate of competency as master or Mate of a Home Trade Ship granted by M.O.T. or Service in Navy not below the rank of Chief Petty Officer on the deck side or Certificate of competency as First Class Master issued under Harbour Craft Rules together with five years' experience as I or II Class Master in a craft in a Major Port. (General educational qualifications relaxable in the case of candidates professionally well qualified and experienced).	

1	2	3	4	5	6	7
						Essential:
31. Wharf Superintendent	3	Rs. 650-30-740-35-850-40-1000-EB-40-1200.	Class II	30 years		A degree in Arts/Commerce/Science or its equivalent of a recognised university. Desirable: Experience in Traffic Department in Major Port Trust/Minor Port Trusts
32. Wharf Superintendent, Grade II	1	Rs. 650-30-740-35-880-EB-40-960	Class II	30 years		Essential : A degree in Arts/Commerce/Science or its equivalent of a recognised University. Desirable : Experience in Traffic Department in Major Port Trust or Minor Port Trust.
33. Superintendent	2	Rs. 550-20-650-25-750	Class III	Not applicable	Not applicable	

8	9	10	11	12	13
No	By promotion, failing which by transfer or transfer on deputation, failing both by direct recruitment.	Selection	Promotion: Wharf Superintendent (Grade II) (Scale Rs. 650-960) with three years' service in the grade in the Port after appointment thereto on a regular basis. Transfer or Transfer on deputation: Officers holding analogous posts in Minor Port/Major Port Trusts in India. Note:—In case suitable Officers holding analogous posts are not available for appointment on deputation, Officers holding the posts of Shed Master or equivalent (Scale Rs. 425-700 or its equivalent) with five years' service in the grade in other Major Port Trusts can be appointed on deputation. (Period of deputation ordinarily not exceeding 3 years).	Two years	Nil.
No	By promotion, failing which by direct recruitment.	Selection	Promotion : Supervisors in Traffic Department (Rs. 380-650) with five years' service in the grade in the Port after appointment thereto on regular basis.	Two years	Nil
Not applicable	By promotion	Selection	Promotion : Head clerks with 5 years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil

1	2	3	4	5	6	7
34. Head Clerk	18	Rs. 425-15-500-EB-15-560-20-700	Class III	Not applicable	Not applicable	
35. Upper Division Clerk	61	Rs. 330-10-380-EB-12-500-EB-15-560	Class III	Not applicable	Not applicable	
8	9	10	11	12	13	
Not applicable	By promotion	Selection	Promotion : Upper Division Clerk with five years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil	
Not applicable	(i) 50% by promotion Non-selection on the basis of seniority subject to the rejection of the unfit. (ii) 50% by competitive examination limited to the Lower Division Clerks/Telephone Operator-cum-Clerks of the Port who have rendered a minimum service of three years after appointment thereto on a regular basis.	Selection	Promotion : Lower Division Clerks/Telephone Operator-cum-Clerks with 5 years' service in the grade in the Port after appointment thereto on a regular basis in the case of promotion by seniority cum fitness and three years in the case of promotion by competitive examination.	Two years	Nil	

1	2	3	4	5	6	7
36. Lower Division Clerk/Telephone Operator-cum-Clerk	120	Rs. 260-6-290-EB-6-326-8-390-10-400	Class III	Between 18 and 25 years	Essential :	(1) Atleast Matriculation or its equivalent qualification. (2) Minimum speed of 30 words per minute in typewriting : Provided that— (a) a person not possessing the said qualification in typewriting may be appointed subject to the condition that he shall not be eligible for drawing increments in the pay scale or for quasi-permanency till he acquires a speed of 30 w.p.m. in typewriting; and (b) a physically handicapped person who is otherwise qualified to hold a clerical post but does not possess the said qualification of typewriting may be appointed subject to the condition that the Medical Board attached to the Special Employment Exchange for the handicapped or when there is no such Board, the Port Medical Officer certifies that the said handicapped person is not in a fit condition to be able to type. Desirable : (1) Training/Experience in the operation of PBX Board. (2) A degree in Arts/Science/Commerce.

8	9	10	11	12	13
Age: No Qualifications : Yes	(i) 90% by direct recruitment (ii) 10% by promotion, failing which by direct recruitment	Not applicable	Promotion : 10% of the vacancies in the grade of Lower Division Clerk/Telephone Operator-cum-Clerk shall be reserved for being filled by Class IV employees subject to the following conditions, namely :— (a) Selection would be made through a Departmental examination confined to such Class IV employees who fulfil the requirements of minimum educational qualification, viz. Matriculation or equivalent; (b) The maximum age for this examination would be 40 years. (45 years for Scheduled Castes and the Scheduled Tribes candidates); (c) At least three years' service in Class IV after appointment thereto on a regular basis would be essential; (d) The minimum number of recruits by this method would be limited to 10% of the vacancies in the cadre of LDC/TOCC occurring in a year, unfilled vacancies would not be carried over.	Two years	Nil

1	2	3	4	5	6	7
37. Senior Stenographer	1	Rs. 425-15-500-EB-15-560-20-700		Class III	Between 18 and 25 years	Essential : (1) Matriculation or its equivalent qualification. (2) Minimum speed of 40 words per minute in typewriting; and (3) Minimum speed of 120 words per minute in shorthand. Desirable : A degree of a recognised University.
38. Junior Stenographer	12	Rs. 330-10-380-EB-12-500-EB-15-560		Class III	Between 18 and 25 years	Essential : (1) At least Matriculation or its equivalent qualification. (2) Minimum speed of 40 words per minute in typewriting. (3) Minimum speed of 80 words per minute in shorthand. Desirable : (1) Speed of 100/120 words per minute in stenography. (2) A degree of a recognised University.

8	9	10	11	12	13
Age : No Qualifications : Yes	By promotion, failing which by direct recruitment.	Selection	Promotion : Junior Stenographers with five years' service in the grade in the Post after appointment thereto on a regular basis.	Two years	Nil
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil

1	2	3	4	5	6	7
39. Nurse	4	Rs. 425-15-500-EB-20-640	Class III	Between 18 and 30 years	Essential : A diploma or Certificate in Nursing of a recognised Institution. Desirable : Experience as a Nurse in a hospital or dispensary.	
40. Pharmacist	2	Rs. 330-10-380-EB-12-500-EB-15-560	Class III	Between 18 and 30 years	Essential : (1) A pass in Matriculation or its equivalent. (2) Should be a fully qualified Pharmacist possessing qualifications entitling for registration under section 31(c) or 31 of the Pharmacist Act, 1948. Desirable : Experience in jobs like store-keeping and accounting of a routine nature.	
41. Junior Health Inspector	2	Rs. 330-10-380-EB-12-500-EB-15-560	Class III	Between 20 and 30 years	Essential : (1) Matriculation or its equivalent. (2) Qualified in Sanitary Inspector Course of a recognised Institution. Desirable : Previous experience as Sanitary Inspector under Central/State Government or local bodies.	
42. Laboratory Technician	1	Rs. 260-8-300-EB-8-340-10-380-EB-10-430	Class III	Between 18 and 25 years	Essential : (1) Matriculation or its equivalent. (2) Should possess a Diploma in Laboratory Technician's Training from any recognised Institution. Desirable : (1) Degree in Laboratory Technicians' Training from any recognised Institution. (2) Previous experience in the line	
43. Maternity Assistant	1	Rs. 260-6-326-EB-8-350	Class III	Between 20 and 40 years	Essential : (1) 8th standard pass. (2) Certificate of Training as an Auxillary Nursery Mid-wife issued by a recognised Institution with a minimum of two years' experience in the field. Desirable : Matriculation or its equivalent.	
44. Librarian	1	Rs. 330-10-380-EB-12-500-EB-15-560	Class III	30 years	Essential : (1) Matriculation or its equivalent. (2) Certificate of Library Science of a recognised University or other recognised Institution. Desirable : (1) Degree in Library Science of a recognised University or its equivalent. (2) Previous experience in the profession.	
8	9	10	11	12	13	
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil	
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil	
Not applicable	By direct recruitment, failing which by transfer or transfer on deputation.	Not applicable	Transfer or Transfer on deputation. Suitable persons holding similar posts in the Central/State Government departments or local bodies. (Period of deputation ordinarily not exceeding three years).	Two years	Nil	
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil	
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil	
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil	

1	2	3	4	5	6	7	8
45. Care Taker	1	Rs. 260-6-290-EB-6-326-8-366-EB-8-390-10-400	Class III	30 years	Essential : (1) Must have passed Matriculation or its equivalent. (2) Experience in the line in Government or Public Sector Guest House or a large Hotel or Guest House of a large Estt. Desirable : (1) Able to converse fluently in Tamil, English and Hindi. (2) Training in catering technology.		
46. Cook-cum-Bearer	1	Rs. 225-5-260-6-290-EB-6-308	Class III	35 years	Essential : (1) Literate. (2) At least 5 years' experience in the cooking and serving of vegetarian and non-vegetarian food both in Indian and Western style.		
47. Gestetner Operator Grade I	1	Rs. 210-4-250-EB-5-290	Class III	Not applicable	Not applicable		
48. Head Draftsman (Civil)	1	Rs. 550-20-650-25-750	Class III	Not applicable	Not applicable		
49. Head Draftsman (Architectural)	1	Rs. 550-20-650-25-700	Class III	Between 21 and 35 years	Essential : Should have Diploma in Architecture, from a recognised Institute or Technical School. Desirable : Atleast three years' experience as Architectural Draftsman.		
50. Junior Engineer (Civil/Mechanical/ Electrical including Electronics)	60	Rs. 425-15-500-EB-15-560-20-700	Class III	Between 18 and 30 years	Essential : Graduate in Civil/Mechanical/Electrical or Electronic Engineering or equivalent or Diploma in Civil/Mechanical Electrical or Electronic Engineering with three years experience.		

1	2	3	4	5	6	7
51. Draftsman Grade I (Civil/Mechanical/ Electrical)	12	Rs. 425-15-500-EB-15- 560-20-700	Class III	Between 18 and 30 years	Essential : (1) Diploma in Civil/Mechanical/ Electrical/Engineering. (2) Atleast 3 years' experience as Draftsman in a Government or Semi-Government body or reputed organisations.	
52. Draftsman Grade II (Civil/Mechanical/ Electrical)	2	Rs. 330-10-380-EB-15- 500-EB-15-560	Class III	Between 18 and 25 years	Essential : L.C.E./L.M.E./L.E.E. passed. Desirable : Atleast two years' experience as Draftsman in a Government or Semi-Government body or a repu- ted private Institution.	
53. Draftsman Grade III (Civil/Mechanical/ Electrical)	1	Rs. 260-8-300-EB-8-340- 10-380-EB-10-430	Class III	Between 18 and 25 years	Essential : Licentiate in Civil/Mechanical/Electri- cal Engineering.	
54. Tracer	1	Rs. 260-8-300-EB-8-340- 10-380-EB-10-430	Class III	25 years	Essential : Matriculation or its equivalent quali- fication with two years' experience and training in any Drawing Officer or in Civil/Mechanical/Electrical/ Draftsmanship.	
55. Ferro Printer	3	Rs. 225-5-260-6-290-EB- 6-308	Class III	Between 18 and 25 years	Essential : Matriculation or its equivalent quali- fication with experience in Ferro- Printing.	
56. Overseer (Civil)	31	Rs. 330-8-370-10-400-EB- 10-480	Class III	Between 18 and 30 years	Essential : Licentiate in Civil Engineering or its equivalent. Desirable : Previous experience of about two years' in Civil construction works.	

8	9	10	11	12	13
No	By promotion, failing which by direct recruit- ment.	Selection	Promotion : Draftsman Grade II with atleast three years' service in the grade in the Port.	Two years	Nil
No	By promotion, failing which by direct recruit- ment.	Selection	Promotion : Draftsman Grade III with atleast three years' service in the Port.	Two years	Nil
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil
Age : No Qualifications : Yes	By promotion, failing which by direct recruit- ment	Non- Selection	Promotion : Ferro-Printers having minimum of three years' service in the grade in the Port.	Two years	Nil
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer : Work Inspector Grade I (Scale Rs. 330-480) in the Workcharged establishment in the Port.	Two years	Nil

1	2	3	4	5	6	7
57. Maistry (Civil)	12	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years.	Essential : (i) Matriculation or its equivalent. (ii) Qualification in Technical subjects (pass in certificate course). (iii) Three years' experience in the line.	
58. Junior Maistry (Civil)	26	Rs. 225-5-260-6-290-EB-6-308.	Class III	Between 18 and 30 years.	Essential : (i) Matriculation or its equivalent. (ii) Qualification in Technical subjects (pass in certificate course) Desirable : Previous experience in the line (General educational qualification relaxable in the case of otherwise well-qualified candidates).	
59. Carpenter	8	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years.	Essential : (i) 8th standard pass. (ii) ITI certificate in carpentry with six years' experience in the profession. or Ten years' experience as carpenter in reputable organisation. (iii) Should pass the trade test conducted by the Port.	
60. Assistant Carpenter	2	Rs. 210-4-226-EB-4-250-EB-5-290.	Class III	Between 18 and 30 years.	Essential : (i) 8th standard pass. (ii) I.T.I. Certificate in Carpentry with three years' experience in the profession; or Seven years' experience in the profession in a reputable organisation. (iii) Should pass the trade test conducted by the Port.	

8	9	10	11	12	13
Age : No Qualifications : Yes	By transfer failing which by promotion and failing both by direct recruitment.	Non-selection	Transfer : Maistry (Grade I) (Scale Rs. 260-350) workcharged establishment of the port. Promotion : Junior Maistry (Civil) (Scale Rs. 225-308) with three years' service in the grade in the port after appointment thereto on a regular basis.	Two years	Nil.
Not applicable	By transfer failing which by direct recruitment.	Not applicable	Transfer : Maistry Grade II (Scale Rs. 225-308) in the workcharged establishment of the port.	Two years	Nil
Age : No Qualifications : Yes	By transfer, failing which by promotion and failing both by direct recruitment.	Non-selection	Transfer : Carpenter (Scale Rs. 260-350) in the workcharged establishment in the Port. Promotion : Assistant Carpenter (Scale Rs. 210-290) with five years' service in the grade after appointment thereto on a regular basis.	Ten years	Nil
Age : No Qualifications : Yes	By Promotion, failing which by direct recruitment.	Non-selection	Promotion : Helper (Carpentry) with Two years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil

1	2	3	4	5	6	7
61. Painter		3	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) Good physique. (iii) Eight years' experience in the profession in a reputable organisation. (iv) Should pass the trade test conducted by the Port.
62. Pipe Line Fitter		2	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years.	Essential : (i) 8th standard pass; (ii) Good physique; (iii) I.T.I. certificate in the trade of Fitter with six years' experience in the profession; or Ten years' experience as Pipe line fitter in a reputable organisation. (iv) Should pass the trade test conducted by the department.
63. Valve Operator		10	Rs. 210-4-228-EB-4-250-5-290.	Class III	Between 18 and 30 years.	Essential : (i) At least 8th standard pass. (ii) Able-bodied with good physique. (iii) ITI certificate in any of the mechanical trades.
64. Plumber		2	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years.	Essential : (i) 8th standard pass. (ii) I.T.I. certificate in the trade, of fitter with four years' experience in the profession. NOTE : General educational qualification is relaxable in the case of candidates otherwise well qualified.

8	9	10	11	12	13
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer : Painter (Scale Rs. 260-350) in the workcharged establishment of the Port.	Two years	Nil
Age : No Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer : Pipeline Fitter (Scale Rs. 260-350) in the Workcharged establishment of the port. Promotion : Helper to Pipeline Fitter (Rs. 200-250) with five years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer : Head Mazdoor (Rs. 210-290) in the workcharged establishment of the port employed as valve operators.	Two years	Nil
Age : No Qualifications : Yes	By transfer failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer : Plumber (Scale Rs. 260-350) in the workcharged establishment of the port. Promotion : Helper to Plumber (Rs. 200-250) with five years' service in the grade after appointment thereto on a regular basis.	Two years	Nil.

1	2	3	4	5	6	7
65. Mason	.	3	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years.	Essential : (i) 8th standard pass. (ii) Good physique. (iii) I.T.I. certificate in allied trade with four years' experience in the profession. or (iv) Ten years' experience in the profession. (v) Should pass the trade test conducted by the Port.
66. Blaster	.	1	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years.	Essential : (i) Matriculation or its equivalent. (ii) Three years' experience in the profession. (iii) Should pass the Trade test conducted by the Port. Desirable : Certificate of competency as Mine Mate under MMR. 1961.
67. Acqualung Diver		2	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years.	Essential : (i) 8th standard pass. (ii) Three years' experience in the line. (iii) Expert knowledge of swimming and under water diving; (iv) Should pass trade test conducted by the Port.
68. Skin Diver	.	1	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years.	Essential : (i) 8th standard pass. (ii) Three years' experience in the line. (iii) Expert knowledge of swimming and underwater diving; (iv) Should pass the trade test conducted by the Port.
8	9	10	11	12	13	
Age : No Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer : Mason (Scale Rs. 260-350) in the work charged establishment of the Port. Promotion : Helper to Masonary with five years' service in the grade after appointment thereto on a regular basis.	Two years	Nil.	
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer : Blaster (Scale Rs. 260-350) in the work-charged establishment of the Port.	Two years	Nil	
Age : No Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer : Acqualung Diver (Scale Rs. 260-350) in the workcharged establishment of the Port. Promotion : Seaman (Rs. 200-250) with five years' service in the grade after appointment thereto on a regular basis.	Two years	Nil	
Age : No Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	No	Transfer : Skin Diver (Scale Rs. 260-350) in the workcharged establishment of the Port. Promotion : Seaman (Rs. 200-250) with five years service in the grade after appointment thereto on a regular basis.	Two years	Nil.	

1	2	3	4	5	6	7
69. Life Lineman	2	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years.	Essential: (i) 8th standard pass. (ii) Should have good physique. (iii) Capable of swimming in mid sea. Preference: (i) Knowledge of life saving methods in sea. (ii) Knowledge of splicing ropes. (iii) Diving in water upto 35ft. to 40 ft. depth. (iv) Candidates must be able to get trained in diver's signalling work. (v) Knowledge and experience in dressing with dress diving equipment shall be additional qualification.	
70. Information Aselstant.	1	Rs. 260-6-290-EB-6-326-EB-8-390-10-400.	Class III	Between 18 and 30 years	Essential: (i) Matriculation or its equivalent. (ii) Ability to explain about models. Desirable ; (i) Qualifications in technical subjects. (ii) Previous experience in construction of building works etc.	
71. Garden Supervisor	2	Rs. 260-6-326-EB-8-366-EB-8-390-10-400.	Class III	Between 18 and 30 years.	Essential: (i) Matriculation or its equivalent. (ii) Certificate Course in Horticultural subjects. Desirable: Previous experience in maintenance of gardens, parks, etc.	
8	9	10	11	12	13	
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer: Life Lineman (Scale Rs. 260-350) in the workcharged establishment of the Port.	Two years	Nil.	
Age: No Qualifications: Yes	By transfer, failing which by promotion, failing both by direct recruitment.	Non-selection	Transfer: Work Supervisor (Scale Rs. 260-400) in the workcharged establishment of the Port. Promotion: Maistry (Civil) (Scale Rs. 260-350) with three years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil.	
Age: No Qualifications: Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer: Garden Supervisor and Garden Superintendent (Scale Rs. 260-400) in the workcharged establishment of the Port. Promotion: Choudhary (Scale Rs. 260-350) with three years' service in the grade after appointment thereto on a regular basis.	Two years	Nil.	

1	2	3	4	5	6	7
						Essential:
72. Choudhary	2	Rs. 225-5-260-6-290-EB-6-308.	Class III	Between 18 and 30 years		(i) Matriculation or its equivalent. (ii) Certificate course in Horticultural subject. or (ii) Five years' experience in the line.
						Desirable:
						Previous experience in maintenance of gardens, parks, etc. Not applicable.
73. Senior Gardener	9	Rs. 210-4-226-EB-4-250-5-290.	Class III	Between 18 and 30 years.		Essential:
						(i) Matriculation or its equivalent. (ii) Three years experience in Motion Picture and still photography.
74. Photographer Grade I	1	Rs. 425-15-500-EB-15-560-20-700.	Class III	Between and 21 and 35 years		Essential:
						(i) 8th standard pass. (ii) Possession of current Heavy Motor Vehicle Driving licence. (iii) Three years experience in driving (Heavy Vehicles).
75. Driver (Heavy Vehicles)	23	Rs. 320-6-326-8-390-10-400.	Class III	30 years		

8	9	10	11	12	13
Age: No Qualifications: Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer: Maistry Grade II (Scale Rs. 225-308) in the workcharged establishment of the Port. Promotion: Senior Gardener (Rs. 210-290) with three years' service in the grade after appointment thereto on a regular basis.	Two years	Nil.
Not applicable	By transfer, failing which by promotion.	Selection	Transfer: Head Mazdoor (Scale Rs. 210-290) in the workcharged establishment of the Port. Promotion: Gardener (Rs. 200-250) with three years' service in the grade in the Port.	Two years	Nil.
Not applicable	By direct recruitment, failing which by transfer on deputation.	Not applicable	Transfer on deputation: Persons working in similar or equivalent grades under Central Government or State Government Departments. (Periods of deputation ordinarily not exceeding three years). By transfer:	Two years	Nil.
Age: No Qualification: No, but as indicated in column 11.	By transfer, failing which by promotion, and failing both by direct recruitment.	Selection	Heavy Vehicle Driver (Scale Rs. 320-400) in the workcharged establishment of the Port. By promotion: Drivers (Light Vehicles) (Scale Rs. 260-350) who are in possession of current Heavy Vehicle Driving Licence with five years' service in the grade in the Port after appointment thereto on a regular basis.	Two years.	Nil

1	2	3	4	5	6	7
76. Driver (Light Vehicle)	22	Rs. 260-6-326-EB-8 350	Class III	Between 18 and 40 years	Essential: (i) Middle pass. (ii) Light Motor Vehicle driving licence for appointment as drivers of light motor vehicles. Desirable: (i) Previous experience of two years in driving. (ii) Heavy Vehicle Driving Licence.	
77. Chargeman (Mechanical)	3	Rs. 425-15-560-EB-20-640.	Class III	Between 18 and 30 years.	Essential: (i) Pass in Matriculation. (ii) A diploma in Mechanical Engineering with atleast three years' experience in the line. or passed I.T.I. with 10 years experience of which atleast five years' must be in a supervisory capacity.	
78. Assistant Chargeman (Mechanical)	8	Rs. 330-8-370-10-400-EB-10-480.	Class III	Between 18 and 30 years	Essential: (i) Pass in Matriculation or its equivalent. (ii) Diploma in Mechanical Engineering. or ITI Certificate with seven years' experience of which atleast two years' in a responsible capacity.	

8	9	10	11	12	13
No applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer: Drivers (Light Vehicles) (Scale Rs. 260-350) in the Workcharged Establishment of the Port.	Two years	Nil.
Age: No Qualifications: Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer: Foreman (Mech) (Scale Rs. 425-640) in the workcharged establishment of the Port. Promotion: Asstt. Chargeman (Mechanical) (Scale Rs. 330-480) or Senior Mechanic (Rs. 330-480) with five years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil.
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer: Assistant Mechanical Chargeman (Rs. 330-480) in the workcharged establishment of the Port.	Two years	Nil.

1	2	3	4	5	6	7
79. Senior Mechanic	8	Rs. 330-8-370-10-400-EB-10-480.	Class III	Between 18 and 30 years	Essential: (i) 8th standard pass. (ii) ITI Certificate with seven years' experience in the line. (iii) Should pass the trade test conducted by the Port.	
80. Mechanic	22	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential: (i) 8th standard pass. (ii) ITI Certificate with four year's experience in the line. (iii) Should pass the trade test conducted by the Port.	
81. Assistant Mechanic	6	Rs. 210-4-226-EB-4-250-EB-6-290.	Class III	Between 18 and 30 years	Essential: (i) 8th standard pass. (ii) ITI certificate with atleast one year's experience in the line. or At least five years' experience in a Mechanic Workshop. (iii) Should pass the trade test conducted by the Port.	

8	9	10	11	12	13
Age: No Qualifications: Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Senior Mechanic Scale (Rs. 330-480) in the workcharged establishment of the Port. Promotion: (i) Mechanic (Scale Rs. 330-480) with five years' service in the grade in the Port after appointment thereto on a regular basis. (ii) Should also pass the trade test prescribed and conducted by the Port. Transfer: Mechanic (Scale Rs. 260-350) and Mechanic-cum-operator (Scale Rs. 260-350) in the workcharged establishment of the Port. Promotion: Assistant Mechanic (Rs. 210-290) with five years experience in the Port after appointment thereto on a regular basis. Should pass the test prescribed and conducted by the Port. Transfer: Assistant Mechanic (Scale Rs. 210-290) in the workcharged establishment of the Port. Promotion: Cleaners (Scale Rs. 200-250) with two years service in the grade.	Two years	Nil.
Age: No Qualifications: Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Mechanic (Scale Rs. 260-350) and Mechanic-cum-operator (Scale Rs. 260-350) in the workcharged establishment of the Port. Promotion: Assistant Mechanic (Rs. 210-290) with five years experience in the Port after appointment thereto on a regular basis. Should pass the test prescribed and conducted by the Port. Transfer: Assistant Mechanic (Scale Rs. 210-290) in the workcharged establishment of the Port. Promotion: Cleaners (Scale Rs. 200-250) with two years service in the grade.	Two years	Nil.
Age: No Qualifications: Yes	By transfer, failing which by direct recruitment.	Non-selection	Assistant Mechanic (Scale Rs. 210-290) in the workcharged establishment of the Port. Promotion: Cleaners (Scale Rs. 200-250) with two years service in the grade.	Two years	Nil.

1	2	3	4	5	6	7
82.	Operator (Special Grades) (Front End Loaders of Electrical and Mechanical cranes and Wharf cranes including Electric Cranes).	10	Rs. 380-12-500-EB-15-560	Class III	Between 18 and 30 years	Essential : (i) Passed ITI course in allied trade with nine years' experience in operation and maintenance of Heavy earth moving machinery or 12 years' experience in operation and maintenance of heavy earth moving machinery. (Heavy driving licence is essential for both the above alternatives). (ii) Should pass the trade test prescribed and conducted by the Port.
83.	Operator (Grade I) (Fork Lift Trucks or Front End Loaders or Electrical Cranes and Wharf Cranes including Floating Cranes Bull Dozers or Shovel).	13	Rs. 330-8-370-10-400-EB-10-480	Class III	Between 18 and 30 years	Essential : (i) Passed ITI course in allied trade with six years' experience in the profession or (ii) Nine years' experience in the profession or heavy earth moving machinery (Heavy driving licence is essential for both the above alternative). (iii) Should pass the trade test conducted by the Port.

8	9	10	11	12	13
Age : No; Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-Selection	Transfer : Crane Operator (Special Grade) (Scale Rs. 380-12-500-EB-15-560) in the Workcharged Establishment of the Port. Promotion : (i) Operator (Grade I) with three years' experience in the grade in the Port after appointment thereto on a regular basis. (ii) Should also pass the test prescribed and conducted by the Department.	Two years	Nil
Age : No; Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-Selection	Transfer : Crane Operator Grade I (Scale Rs. 330-480) in the workcharged establishment of the Port. Promotion : (i) Operator (Grade II) with five years' experience in the Port after appointment thereto on a regular basis. (ii) Should also pass the test prescribed and conducted by the Department.	Two years	Nil

1	2	3	4	5	6	7	2
84. Operator (Grade II) (Mixer Machine or Forklift Trucks or Front End Loader or Electrical and Mechanical Cranes and Wharf Cranes or Bull Dozers or Shovel.	17	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years	Essential :	(i) Passed ITI course in any allied Trade with 3 years' experience in the profession or Five years' experience in the profession or operation and maintenance of Earth Moving machinery (Heavy vehicle driving licence is essential for both the above alternative).	
						(ii) Should pass the trade test conducted by the Port.	
85. Loco Driver	12	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years	Essential :	(i) 8th standard pass. (ii) Should possess ITI certificate in a trade connected with Diesel Engines. (iii) Three years' experience on Diesel Engines. (iv) Should pass the trade test conducted by the Port.	
						Note :	
						(General Educational qualifications relaxable in the case of candidates otherwise well qualified).	
86. Auto Electrician	5	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years	Essential :	(i) 8th standard pass. (ii) ITI course in Auto Electrician Trade with six years' experience in the profession. or Ten years' experience as Auto Electrician in reputable Auto Workshop. (iii) Should pass the Trade Test conducted by the Port. (General Educational Qualifications relaxable in the case of candidates otherwise well qualified).	

8	9	10	11	12	13
Age : No; Qualifications : Yes	By transfer, failing which by promotion and failing both by direct recruitment.	Non-Selection	Transfer : Crane Operator Grade II (Scale Rs. 260-350) in the Workcharged Establishment of the Port. Promotion : Cleaners (Rs. 200-250) with five years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil
Age : No; Qualifications : Yes	By transfer, failing which by promotion and failing both by direct recruitment.	Non-Selection	Transfer : Loco Driver or Operator (Scale Rs. 260-350) in the Workcharged establishment of the Port. Promotion : Cleaners (Rs. 200-250) and Assistant Mechanic (Rs. 210-290) with five years' experience in the grade after appointment thereto on a regular basis.	Two years	Nil
Age : No; Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-Selection	Transfer : Auto Electrician (Scale Rs. 260-350) in the Workcharged Establishment of the Port. Promotion : Assistant Mechanic (Scale Rs. 210-290), Cleaner (Rs. 200-250) with five years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil

1	2	3	4	5	6	7
87. Machinist	1	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) ITI course in Machinist Trade with 6 years' experience in the profession or Ten years' experience as a Machinist in a reputable organisation. (iii) Should pass Trade Test conducted by the Port.	
88. Fitter	8	Rs. 260-6-326-FB-8-350	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) Passed ITI course in Fitter Trade with six years' experience in the profession or Ten years' experience as Fitter in a reputable organisation. (iii) Should pass Trade test conducted by the Port.	
89. Turner	6	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) ITI Certificate in the trade of Turner with three years' experience in the profession or Seven years' experience as a Turner in a reputable organisation. (iii) Should pass the trade test conducted by the Department.	
90. Assistant Turner	1	Rs. 210-4-226-EB-4-250-5-290.	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) ITI certificate in the trade of Turner with three years' experience or Seven years' experience in the profession in a reputable organisation. (iii) Should pass the trade test conducted by the Port.	

8	9	10	11	12	13
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer : Machinist (Scale Rs. 269-350) in the workcharged establishment of the Port.	Two years	Nil
Age : No; Qualifications : Yes	By transfer, failing which by direct recruitment.	Not applicable	Transfer : Fitter (Scale Rs. 260-350) in the Workcharged Establishment of the Port.	Two years	Nil
Age : No; Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Not applicable	Transfer : Turner (Scale Rs. 260-350) in the Workcharged Establishment of the Port. Promotion : Assistant Turner with five years' service in the grade of the Port after appointment thereto on a regular basis.	Two years	Nil
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil

1	2	3	4	5	6	7
91. Tinker		3	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) ITI course in the trade with six years' experience in the profession. or Ten years' experience as Tinker in a reputable organisation. (iii) Should pass the Departmental Trade test.
92. Moulder		1	Rs. 260-6-326-LB-8-350.	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) ITI certificate in the Trade with six years' experience in the profession. or Ten years' experience as Moulder in a reputable organisation.
93. Assistant Welder		5	Rs. 210-4-226-EB-4-250-5-290.	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) Passed ITI course in Welding Trade with three years' experience in the profession. or Seven years' experience as a Welder in a reputable organisation. (iii) Should pass the trade test conducted by the Department.
94. Blacksmith			Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) ITI certificate in Blacksmith trade with six years' experience in the profession. or Ten years experience as a Blacksmith in a reputable organisation. (iii) Should pass the Trade Test conducted by the Port.

8	9	10	11	12	13
Not applicable	By transfer, failing which by direct recruitment	Not applicable	Transfer : Tinker (Scale Rs. 260-350) in the Workcharged establishment of the Port.	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment	Not applicable	Transfer : Moulder (Scale Rs. 260-350) in the Workcharged Establishment of the Port.	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment	Non-Selection	Transfer : Assistant Welder (Scale Rs. 210-290) in the Workcharged Establishment of the Port.	Two years	Nil
Age : No; Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment	Non-Selection	Transfer : Blacksmith (Scale Rs. 260-350) in the Workcharged Establishment of the Port. Promotion : Assistant Blacksmith (Scale Rs. 210-290) with five years' service in the grade after appointment thereto on a regular basis.	Two years	Nil

1	2	3	4	5	6	7
95. Upholster	1	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential : (i) 8th standard pass. (ii) ITI certificate in the trade or equivalent with six years' experience in the profession. or Ten years' experience as an Upholster in a reputable organisation. (iii) Should pass the trade test conducted by the Port.	
96. Welder	8	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential ; (i) 8th standard pass. (ii) ITI certificate in the trade with six years' experience in the profession. or Ten years' experience as a Welder in a reputable organisation. (iii) Should pass the trade test conducted by the Department.	
97. Assistant Blacksmith	3	Rs. 210-4-226-EB-4-250-EB-6-290.	Class III	30 years	Essential : (i) 8th standard pass. (ii) ITI certificate in the trade of Blacksmith with three years' experience. or Seven years' experience in the profession in a reputable organisation. (iii) Should pass the trade test conducted by the Port.	
98. Tool Room Keeper	18	Rs. 225-5-260-6-290-EB-6-308.	Class III	Between 18 and 30 years	Essential ; (i) Matriculation or its equivalent. (ii) About two years' experience in a Workshop or stores.	

8	9	10	11	12	13
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer : Upholster (Scale Rs. 260-350) in the Workcharged Establishment of the Port.	Two years	Nil
Age : No Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Not applicable	Transfer : Welder (Scale Rs. 260-350) in the Workcharged Establishment of the Port. Promotion : Assistant Welder (Rs. 210-290) with five years' experience in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment	Not applicable	Transfer : Assistant Blacksmith (Rs. 210-290) in the Workcharged Establishment of the Port.	Two years	Nil
Age : No Qualifications : Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-Selection	Transfer : Maistry Grade II and Skilled Mazdoor (Scale Rs. 225-308) in the Workcharged Establishment of the Port. Promotion : Storeman (Scale Rs. 210-290) with three years' experience in the grade after appointment thereto on a regular basis.	Two years	Nil

1	2	3	4	5	6	7
99. Chargeman (Electrical)	1	Rs. 425-15-560-EB-20-640.	Class III	Between 18 and 30 years	Essential : (i) Pass in Matriculation or its equivalent. (ii) A diploma in Electrical Engine- ering with atleast three years' experience in the line. or Passed ITI with 10 years' experi- ence of which atleast five years' must be in a Supervisory certi- ficate of competency.	
100. Assistant Chargeman (Electrical)	2	Rs. 330-8-370-10-400-EB- 10-480.	Class III	Between 18 and 30 years	Essential: (i) Pass in Matriculation or its equivalent. (ii) Diploma in Electrical Engi- neering. or Passed ITI certificate with seven years' experience of which atleast two years in a responsible capa- city and having a certificate of competency.	
101. Electrician Grade I	2	Rs. 330-8-370-10-400- EB-10-480.	Class III	Between 18 and 30 years	Essential: (i) Middle Pass. (ii) ITI certificate with seven years' experience in the line with competency certificate. (iii) Should pass the trade test conducted by the Port.	
8	9	10	11	12	13	
Age : No Qualifications: Yes, (But the general educational qualifi- cation can be relaxed in deserving cases).	By transfer, failing which by promotion, failing both by direct recruit- ment.	Selection	Transfer : Foreman (Electrical) (Scale Rs. 425- 640) in the Workcharged Establish- ment of the Port. Promotion : Assistant Chargeman (Electrical) (Scale Rs. 330-480) Electrician Grade I (Scale Rs. 330-480) with five years' service in the grade or an equiva- lent grade in the Port after appoint- ment thereto on a regular basis.	Two years	Nil	
Age : No Qualifications : Yes	By transfer, failing which by promotion, failing both by direct recruit- ment.	Not applicable	Transfer : Electrician Grade I (Scale Rs. 330- 480) in the workcharged establish- ment of the Port. Promotion : Electrician Grade II (Scale Rs. 260- 350) and Lineman (Scale Rs. 260- 350) with five years' experience in the grade in the Port after appoint- ment thereto on a regular basis.	Two years	Nil	
Age : No Qualification : Yes	By transfer, failing which by promotion, failing both by direct recruit- ment.	Non- Selection	Transfer : Electrician Grade I (Scale Rs. 330- 480) in the workcharged establish- ment of the Port. Promotion : Electrician Grade II (Rs. 260-350) Lineman (Rs. 260-350) with five years' experience in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil	

1	2	3	4	5	6	7
102.	Electrician Grade II.	18	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential: (i) 8th standard pass. (ii) ITI Certificate with four years' experience in the line with the certificate of competency. (iii) Should pass the trade test conducted by the Port.
103.	Lineman.	11	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential: (i) 8th standard pass. (ii) ITI Certificate in the trade of Lineman or Wireman with atleast one years' experience in the line with valid licence to work in H.T. Lines. or Atleast five years' or experience as Khalasi (Electrical).
104.	Operator (Electrical and Mechanical)	11	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential: (i) 8th standard pass. (ii) ITI Certificate in the trade of Electrician or Mechanic. or Atleast five years' experience in the operation and maintenance of various types of internal combustion engines and electrical motors. (iii) Should pass the trade test conducted by the Port.

8	9	10	11	12	13
Not applicable	By transfer, failing which which by direct recruitment.	Not applicable	Transfer: Electrician Grade II (Scale Rs. 260—350) in the workcharged establishment of the Port.	Two years	Nil
No	By transfer, failing which by promotion, and failing both by direct recruitment.	Non Selection	Transfer: Lineman (Scale Rs. 260—350) in the workcharged establishment of the Port. Promotion. Khalasi (Electrical) with five years' service in the grade in the Port after appointment thereto on a regular basis.	Two years	Nil
Age : No Qualifications : Yes.	By transfer, failing which by promotion, and failing both by direct recruitment	Non- Selection	Transfer: Electrical and Mechanical operator (Scale Rs. 260—350) Compressor Operator (Scale Rs. 260—350) and Pump Operator (Rs. 260—350) in the Workcharged establishment of the Port. Promotion : Valve Operator, Khalasi (Mechanical) and Khalasi (Electrical) (Scale Rs. 200-250) with five years' experience in the grade after appointment thereto on a regular basis.	Two years	Nil

1	2	3	4	5	6	7	8	9	10	11	12	13
105. Maistry (Electrical and Mechanical).		5	Rs. 260-6-326-EB-8-350.	Class III	Between 18 and 30 years	Essential: (i) Matriculation or its equivalent. (ii) Three years' experience in big workshops or Electricity De- partment. (iii) Should pass the Trade Test conducted by the Port.						
106. Junior Materials Manager.		6	Rs. 425-15-500-EB-15- 560-20-700.	Class III	30 years	Essential: A degree in Mechanical or Electri- cal Engineering or its equivalent of a recognised University. or A diploma in Mechanical or Elec- trical Engineering with three years' experience in a reputable Govern- ment/Public Sector or Private Organisation in Materials Manage- ment. Desirable: A degree or diploma in Materials Management.						
107. Store Keeper.		3	Rs. 330-10-380-EB-12- 500-EB-15-560.	Class III	Between 18 and 25 years	Essential: A degree of a recognised University Desirable: (1) Three years' experience in Store Keeping in Government or other reputable organisation. (2) Diploma in Materials Manage- ment.						
108. Assistant Store Keeper.		3	Rs. 260-6-290-EB-6-326- 8-366-EB-8-390-10-400	Class III	Between 18 and 25 years	Essential: Matriculation or its equivalent. Desirable: (i) A degree of a recognised Uni- versity or its equivalent. (ii) Experience in handling stores. (iii) Knowledge of Accountancy, Book Keeping and Type- writing.						
Age : No Qualifications : Yes.			By transfer, failing which by promotion, and failing both by direct recruitment.	Non- Selection.	Transfer: Mistry (Grade 1) (Scale Rs. 260—350) in the workcharged establishment of the Port. Promotion: Tool Room, Keeper (Scale Rs. 225—308) with three years' service in the grade in the Port after appointment thereto as on a regular basis.	Two years.	Nil.					
Not applicable.			By transfer (only for initial recruitment to the grade) and there- after by direct recruit- ment.	Not applicable.	Transfer: Junior Engineer (Mechanical) (Scale Rs. 425—700) and Junior Engineers (Electrical) (Scale Rs. 425—700).	Two years.	Nil.					
No			By promotion, failing which by direct recruit- ment.	Selection.	Promotion: Assistant Store Keepers with five years' service in the grade in the Port after appointment thereto on a regular basis.	Two years.	Nil.					
Age : No. Qualifications : Yes.			By promotion, failing which by direct recruit- ment.	Non- Selection.	Promotion: Storeman/Storeman-cum-Pump Ope- rator in Materials Management Division with five years' service in the grade in the Port after appoint- ment thereto on a regular basis.	Two years.	Nil.					

1	2	3	4	5	6	7
109. Storeman.	6	Rs. 210-4-226-EB-4-250-5-290.	Class III	Between 18 and 30 years.	Essential: (i) 8th standard Pass. (ii) Good Physique. (iii) Experience of about two years' in a large stores.	
110. Junior Marine Surveyor.	2	Rs. 425-15-500-EB-15-560-20-700.	Class III	Between 18 and 30 years.	Essential: Diploma in Civil Engineering or equivalent qualification. Desirable: Experience in Marine Surveying for a period of one year.	
111. Field Assistant (Marine Survey).	4	Rs. 330-10-380-EB-12-500-EB-15-560.	Class III	Between 18 and 30 years.	Essential: (i) Should possess a diploma in Civil Engineering or its equivalent. Desirable: Previous experience in the line.	
112. Signal Boatswain.	1	Rs. 380-12-500-EB-15-560.	Class III	35 years	Essential: (i) Must have passed Matriculation or its equivalent. (ii) Should have passed first class Signallers Test. (iii) Vision; Normal in both eyes. Colour vision is essential and wearing of glasses is not permissible except to the employees over age of 40 years.	
8	9	10	11	12	13	
No	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-Selection.	Transfer: Head Mazdoor (Scale Rs. 210—290) in the workcharged establishment of the Port. Promotion: Khalasi (Stores) (Scale Rs. 200—250) with three years' service in the grade.	Two years.	Nil.	
Age : No. Qualifications : Yes.	By promotion, failing which by direct recruitment, and failing both, by transfer on deputation.	Selection.	Promotion: Field Assistants (Marine Survey) with four years' experience in the grade in the Port after appointment thereto on a regular basis. Transfer on deputation: Persons working in similar or equivalent grades in the Central Government or Major Port Trusts or Public Sector Undertakings (Period of deputation ordinarily not exceeding three years).	Two years	Nil.	
Not applicable	By direct recruitment	Not applicable.	Not applicable.	Two years.	Nil.	
No.	By promotion, failing which by transfer on deputation, failing both by direct recruitment.	Selection.	Promotion: Senior Signallman with five years' service in the grade in the Port after appointment thereto on a regular basis. Transfer on deputation: Officers holding analogous or equivalent posts in Major Port Trusts Maritime State Government, Central or State Government departments or Public Sector Undertakings. (Period of deputation ordinarily not exceeding three years).	Two years.	Nil.	

1	2	3	4	5	6	7
113. Senior Signalman.	5	Rs. 260-6-290-EB-6-326- 8-366-EB-8-390-10-400	Class III	35 years.	Essential: (i) Must have passed Matricula- tion or its equivalent. (ii) Should have passed first class Signallers' Test. (iii) Vision: Normal in both eyes. Colour vision is essential and wearing of glasses is not per- missible except to the employees over age of 40 years.	
114. Junior Signalman.	4	Rs. 225-5-260-6-326-EB- 8-350.	Class III	30 years.	Essential: (i) Matriculation or its equivalent. (ii) Must be proficient in Morse Signalling and International Code Signalling. Desirable: Pass in First Class Signallers' Test.	
115. V.H.F. Operator.	5	Rs. 380-12-500-EB-15- 560.	Class III	35 years.	Essential: (i) Pass in Matriculation or its equivalent. (ii) Certificate of Proficiency in Radio Telephone (Restricted) Maritime Mobile Service, issued by Government of India. or Certificate of the proficiency in Radio Telephone (Inland Marli- time issued by the Government of India).	
8	9	10	11	12	13	
Not applicable.	By promotion, failing which by direct recruit- ment.	Non- Selection.	Promotion: Junior Signalman with three years service in the grade after appoint- ment thereto on a regular basis.	Two years.	Nil.	
Not applicable.	By direct recruitment.	Not applicable.	Not applicable.	Two years.	Nil.	
Age : No Qualifications : Yes.	By direct recruitment, failing which by trans- fer or transfer on de- putation.	Not applicable.	Transfer or Transfer on deputation : Suitable persons who possess the qualifications prescribed for direct recruits and holding analogous posts in other Major Ports, Central and State Government Departments. (Period of deputation ordinarily not exceeding three years). Note 1 : In case suitable persons who possess the qualification prescribed for direct recruits and holding analogous posts are not available, persons who pos- sess the qualification prescribed for direct recruits but holding next lower grade in other Major Ports, Central or State Government De- partments can be considered for appointment. Note 2 : Qualification prescribed for Direct Recruitment is applicable for trans- ferees as well as deputationists. Promotion : Junior Signalman with 3 years' re- gular service after appointment thereto.	Two years.	Nil.	

1	2	3	4	5	6	7
116. Safety Inspector.	1	Rs. 425-15-500-EB-15-560-20-700.	Class III	35 years.	Essential:	
					(i) A pass in Matriculation or its equivalent.	
					(ii) Pass in Station Officers' Course or Central Fire Prevention Course at National Fire Service College, Nagpur.	
					(iii) Five years' experience as Sub-Officer or its equivalent in any recognised Dock/Industrial Fire Service.	
					(iv) Physical Standard : Height : 168 Cms., Weight : 50 Kgs., Chest : Normal : 81 Cms., Exp : 86 Cms.	
					(v) Vision : Normal in both eyes, Colour vision is essential and wearing of glasses is not permissible except to the employees over age of 40 years.	

8	9	10	11	12	13
Age : No.	By promotion, failing	Selection.	Promotion:	Two years.	Nil.
Qualifications : Yes.	which by transfer on deputation, and failing both by direct recruitment.		Sub-Officers with five years' service in the Port in the grade after appointment thereto on a regular basis.		
			Transfer on deputation:		
			Suitable Officers holding analogous posts in Major Port Trusts, Central/State Government Departments and Public Sector Undertakings (Period of deputation ordinarily not exceeding three years).		

1	2	3	4	5	6	7
117. Sub-Officer	8	Rs. 330-8-370-10-400-EB-10-480.	Class III	Between 23 and 30 years.	Essential :	
					(i) Should have passed Matriculation or its equivalent.	
					(ii) Should have undergone successfully the Sub-Officers' Course of National Fire Service College, Nagpur.	
					(iii) Should have served not less than three years' in any recognised Fire Station in a Supervisory capacity.	
					(iv) Physical Standard : Height: 168 Cms., Weight : 50 Kgs., Chest : Normal : 81 Cms., Exp : 86 Cms.	
					(v) Vision : Normal in both eyes. Colour vision is essential and wearing of glasses is not permissible except to employees over age of 40 years.	

8	9	10	11	12	13
Age: No Qualifications : Yes	By promotion, failing which by transfer or trans- fer on deputation, and failing all by direct rectt.	Selection	Promotion : Loading Fireman with five years' service in the grade in the Port Selection should be made by departmental Trade Test. Transfer : Persons working in the Port, who fulfil the requisite qualification prescribed for direct recruits subject to their being found fit by the Departmental Selection Committee. Age in favour of transferees should not exceed the maximum prescribed in column 6 plus the years of service in the Port. In case suitable persons who have undergone Sub-Officers' Course at National Fire Service College and experience of three years' in a recognised Fire Station in a super- visory capacity as required for, direct recruits are not available by any method of recruitment, suitab- le persons in the Port possessing only academic qualifications may be considered for appointment on trans- fer such person after selection to be sent for Sub-Officers' Course at National Fire Service College, Nagpur at the Port's expenses. Transfer on deputation : Officers holding analogous posts in Major Port Trusts, Central/State Government departments, Public Sec- tor Undertakings. The Port Fire Ser- vice Personnel who fulfil the quali- fications prescribed for direct recruits at column 7 shall also be considered for appointment and in the event of his selection, the post shall be deem- ed to have been filled by transfer.	Two years.	Nil.

1	2	3	4	5	6	7
118. Driver Mechanic	1	Rs. 320-6-326-8-390- 10-400	Class III	35 years.	Essential : (i) Pass in 8th standard or its equiva- lent. (ii) Possession of valid Heavy Vehicle Licence. (iii) Three years' experience as Driver. (iv) Pass a Departmental Trade Test in everyday maintenance and repairs to Heavy Vehicles and fire pumps. Experience in field of automobiles. (v) Experience as Mechanic. (vi) Physical standard : Height : 168 Cms., Weight : 50 Kgs., Chest Normal 81 Cms., Exp. 86 Cms. (vii) Vision : Normal in both eyes Colour vision is essential and wearing of glasses is not permis- sible except to employees over the age of 40 years. Desirable : A pass in I.T.I. (Mech.).	

8	9	10	11	12	13
Age : No; Qualifications : Yes.	By promotion, failing which by transfer, failing both by direct recruit- ment	Selection	Promotion : Leading Fireman with three years' experience in the grade in the Port, and Fireman with five years, experience in the grade in the Port after appointment thereto on a regular basis. Transfer : Fireman Driver, Drivers (Heavy Vehicles) and Drivers (Light Vehicles), who fulfill the qualifications prescribed for direct recruits at column 7. The selection shall be made by Departmental Selection Committee.	Two years.	Nil

1	2	3	4	5	6	7
119. Fireman Driver	15	Rs. 320-6-326-8-390-10-400.	Class III	35 years	Essential ;	(i) Pass in 8th standard or its equivalent. (ii) Possession of Heavy Vehicle Driver Licence. (iii) Three years' experience as Driver. (iv) To be passed a Departmental Trade Test on the day to day maintenance and repairs of Heavy Vehicles automobiles and Fire pumps. (v) Physical standards : Height : 168 cms. Weight : 50 kgs Chest : Normal : 81 cms. exp : 86 cms. (vi) Vision : Normal in both eyes colour vision is essential and wearing of glasses is not permissible except to employees over age of 40 years.

8	9	10	11	12	13
Age : No; Qualifications : Yes	By promotion, failing which by transfer and failing both by direct recruitment.	Selection	Promotion : Fireman with three years' and Leading Fireman with two years' service in the grade in the Port after appointment thereto on a regular basis subject to passing departmental Trade Test. Transfer : The Port employees who fulfill the qualifications prescribed for direct recruits at column 7 shall also be considered for appointment and in the event of their selection, the post shall be deemed to have been filled by transfer.	Two years	Nil

1	2	3	4	5	6	7
120.	Leading Fireman	15	Rs. 260-6-326-EB-8-350	Class III	30 years	Essential : (i) Should have passed 8th standard or its equivalent. (ii) Should have good working knowledge in theory and practice of Firemanship. (iii) Should be able to conduct squad/pump/loader drill. (iv) Should have served for not less than five years in a recognised Fire Service. (v) Physical Standard : Height : 168 cms. Weight : 50 kgs. Chest Normal 81 cms. Exp : 86 cms. (vi) Vision : Normal in both eyes. Colour vision is essential and wearing of glasses is not admissible except to employees over age of 40 years. Desirable : Driving licence for Heavy Vehicles.
121.	Sign Writer	1	Rs. 260-6-326-EB-8-350	Class III	Between 18 and 25 years.	Essential : (i) 8th standard pass. (ii) Should be capable of maintaining records of work done in English. (iii) Must possess a diploma in Commercial Art or pass in the Higher grade Government Technical Examination in outline or free hand drawing or any equivalent qualification.
122.	Scientific Assistant	1	Rs. 425-15-500-EB-15-560-20-700.	Class III	Between 21 and 25 years.	Essential : Second class M.Sc. or B.Sc. (Hons.) with Physics and Mathematics or Chemistry with not less than 55% of marks in the aggregate. Desirable : Previous experience as Scientific Assistant.

8	9	10	11	12	13
Age : No; - qualifications: Yes.	By promotion, failing which by deputation, and failing both by direct recruitment.	Selection	Promotion : Fireman with five years' experience in the grade in the Port. Deputation : Suitable officers holding analogous posts in Major Port Trusts, Central/State Government departments, Maritime State Government and Industrial undertakings and possessing the qualification and experience prescribed for direct recruits at column 7. (Period of deputation ordinarily not exceeding three years).	Two years.	Nil
Not applicable.	By direct recruitment.	Not applicable.	Not applicable.	Two years.	Nil
Age : No; Qualifications : Yes.	By promotion, failing which by direct recruitment.	Selection	Promotion : Senior Observer with five years' experience in the grade in the Port after appointment thereto on a regular basis.	Two years.	Nil

1	2	3	4	5	6	7
123.	Senior Observer	1	Rs. 330-10-380-EB-12-500 EB-15-560.	Class III	Between 21 and 25 years.	Essential : At least a second class Graduate in Science with Physics and Mathe- matics/Statistics as subjects.
124.	Tug Master grade- II	8	Rs. 425-15-530-EB-15-560 20-600.	Class III	30 years.	Essential : (i) 8th standard pass. (ii) Possessing Master's certificate under Inland Steam Vessels Act, 1917 (1 of 1917) or its equiva- lent. OR Possessing a second Class Master certificate under Major Port Har- bour Crafts Rules or Port of New Tuticorin Harbour Crafts Rules.

8	9	10	11	12	13
Not applicable.	By direct recruitment, fail- ing which by transfer on deputation.		Transfer on deputation : Suitable persons holding equivalent or similar posts under Central Government Departments, including Major Port Trusts. (Period of deputa- tion ordinarily not exceeding three years).	Two years	Nil
Age: No, qualifications: Yes	By transfer, failing which by promotion and fail- ing both by direct recruitment.	Non-selec- tion	Transfer : Tug Master (Grade-II) (Scale Rs. 425- 600) in the workcharged establish- ment of the Port. Promotion : Serang (Scale Rs. 330-480) with five years service in the grade in the Port after appointment thereto on a regular basis. If persons possessing requisite quali- fications are not available for pro- motion and direct recruitment Serangs holding Serang's Certificate under Harbour Crafts rules and passing a Trade Test conducted by the Deputy Conservator Port of New Tuticorin can be promoted subject to the condi- tion that such person should be on probation for 2 years within which they should pass the Certificate of competency as second Class Master and obtain Certificate failing which they shall be reverted back to the posts from which they have been promoted.	Two years.	Nil

1	2	3	4	5	6	7
125.	Serang	5	Rs. 330-8-370-10-400-EB- 10-480	Class III	30 years.	Essential : (i) 8th Standard pass. (ii) Possessing Masters Certificate under Inland Steam Vessels Act, 1917 (1 of 1917) or its equivalent. OR Possessing a certificate of competency as Serang granted under any Major Port Harbour Crafts Rules or Port of New Tuticorin Har- bour Craft Rules, (General Educational qualification relax- able in the case of candidates otherwise well-qualified).

8	9	10	11	12	13
Age: No, qualifications: Yes	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer : Serang (Rs. 330-400) in the work-charged establishment of the Port. Promotion : Sukkani (Scale 210-270) with 5 years' service, Seaman (Scale Rs. 200-250) with 7 years' service, in the grade after appointment thereto on a regular basis. In the grade possessing certificate of competency as Master of Serang under the P.M.T. Harbour Craft Rules. If persons possessing requisite qualifications are not available for promotion and direct recruitment Sukkani passing a Trade Test conducted by the Deputy Conservator, P.M.T. can be on probation for two years within which they should pass the certificate of competency as Serang and obtain Certificate failing which they shall be reverted back to the post from which they have been promoted.	Two years.	Nil

1	2	3	4	5	6	7
126. Driver (Grade) I	7	Rs. 425-15-530-EB-15-560-20-600.	Class III	30 years.		Essential : (i) 8th standard pass. (ii) Possessing Engine Driver Certificate granted under Inland Steam Vessels Act, 1917 (1 of 1917) or its equivalent. or Possessing a certificate of competency as First Class Drivers granted under the Port of New Tuticorin Harbour Crafts Rules or Major Port Harbour Crafts Rules or its equivalent. Note : (General educational qualifications relaxable in the case of candidates otherwise well qualified) Desirable : Industrial Training Institute-Certificate in the Trade of Diesel Mechanic.

8	9	10	11	12	13
Age : No ; Qualification : yes	By transfer, failing which by promotion and failing both by direct recruitment.	Non-selection	Transfer : Driver (Grade-I) (Scale Rs. 425-600) in the Work-charged Establishment of the Port. Promotion : Driver (Grade II) (Scale Rs. 330-480) with five years' service in the grade in the Port after appointment thereto on a regular basis, If persons possessing the requisite qualifications are not available for promotion and direct recruitment, Drivers (Grade II) holding a Second Class Drivers certificate and passing the Trade Test conducted by the Deputy Conservator, Port of New Tuticorin, can be promoted subject to the condition that such persons shall be on probation for 2 years within which they should pass the certificate of competency as first class Driver and obtain the certificate failing which they shall be reverted back to the posts from which they have been promoted.	Two years.	Nil

		3	4	5	6	7
		Grade-II)	20	Rs. 330-8-370-10-400-EB-10-480.	Class III	30 years
						Essential : (i) 8th standard pass. (ii) Possessing Engine Driver Certificate granted under Inland Steam Vessels Act 1917 (1 of 1917) or its equivalent. or Possessing a certificate of competency as second Class Motor Driver granted under Major Port Harbour Crafts Rules or Port of Tuticorin Harbour Crafts Rules. Notes : (i) General Educational qualification relaxable in the case of candidates otherwise well qualified. (ii) If persons with the above qualifications are not available, diploma holders in Mechanical Engineering can be appointed. Desirable : I. T. I. Certificate in the Trade of Diesel Mechanic.
128. Driver (Grade-III)	15	Rs. 225-5-260-6-326-EB-8-350.	Class-III	25 years	Essential : Must possess certificate of I. T. I. in the trade Mechanic or Fitter. Desirable : Previous experience in the line.	
8	9	10	11	12	13	
Age : No ; Qualifications : Yes	By transfer, failing which by promotion, failing both by direct recruitment.	Non-Selection.	Transfer : Driver (Grade II) (Scale Rs. 330-480) in the Workcharged Establishment of the Port. Promotion : Greaser (Rs. 260-350) and Driver (Grade III) (Rs. 225-350) with five years' service in the grade in the Port after appointment thereto on a regular basis. If the persons possessing the requisite qualification are not available for promotion and direct recruitment, Greasers and Drivers (Grade III) passing a trade test conducted by the Deputy Conservator, Port of New Tuticorin, can be promoted subject to the condition that such persons should be on probation for two years within which they should pass the certificate of competency as Second Class Motor Driver and obtain the certificate failing which they shall be reverted back to the posts from which they have been promoted.	Two years	Nil	
Not applicable	By direct recruitment.	Not applicable.	Not applicable.	Two years	Nil	

1	2	3	4	5	6	
129. Greaser		10	Rs. 260-6-326-EB-8-350.	Class-III	25 years	Essential : (i) 8th st. (ii) Knowledge of swimming (iii) Experience as Greaser coal Trimmer on board s. fitter in a Workshop. Desirable : (i) I. T. I. Certificate the Trade of Diesel Mechanic. (ii) As Greaser in Motor vessels.
130. Echo Sounder Mechanic-cum- Wireless Operator		2	Rs. 330-8-370-10-400-EB- 10-480.	Class-III	35 years	Essential : (i) 8th standard pass. (ii) Leading Electrical Mechanic (Radio) in the Indian Navy or its equivalent. Desirable : Five years' experience : Assistant Echo Sounder Mechanic in any Dredging or Survey Organiza- tion.
131. Driver Grade-I (Steam)		1	Rs. 425-15-530-EB-15- 560-20-600.	Class-III	30 years	Essential : (i) 8th standard pass. (ii) Must possess certificate of com- petency as Driver (Steam) granted under the Inland Steam Vessels Act, 1917 (1 of 1917) or its equivalent granted under the Major Port Har- bour Craft Rules. Note : General education quali- fication relaxable in the case of can- didates otherwise well qualified.
132. Driver Grade -II (Steam)		1	Rs. 330-8-370-10-400- EB-10-480.	Class-III	30 years	Essential : (i) 8th standard pass. (ii) Must possess certificate of com- petency as Driver of Motor vessels (Steam) granted under the Inland Steam Vessels Act, 1917 (1 of 1917) or its equivalent granted under the Major Port Harbour Craft Rules. Note : General educational qualifi- cation relaxable in the case of can- didates otherwise well qualified.

8	9	10	11	12	13
Not applicable	By transfer, failing which by direct recruitment. Note : In the case of Direct recruitment, preference shall be given to N. M. R. Wor- kers of this Port, who were initially recruited through Employment Exchange.	Not appli- cable.	Transfer : Greaser (Scale Rs. 260-350) in the Workcharged Establishment of the Port.	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment.	Not appli- cable.	Transfer : Echo Sounder Mechanic- cum-Wireless Operator (Scale Rs. 330-480) in the Workcharged Esta- blishment of the Port.	Two years	Nil
Age : No ; Qualifica- tions : Yes.	By promotion, failing which by direct recruit- ment.	Non-Selec- tion.	Promotion : Driver Grade II (Steam) with 5 years service in the grade in the Port.	Two years	Nil
Age : No ; Qualifica- tions : Yes.	By promotion, failing which by direct re- cruitment.	Non-Selec- tion.	Promotion : Driver Grade III (Steam) with five years' service in the grade in the Port.	Two years	Nil

1	2.	3	4	5	6	7
133. Engineroom Serang (Dredger)	1	Rs. 260-6-290-EB-6-326- 8-366-EB-8-390-10-400	Class-III	Not applicable	Not applicable.	
134. Ladderman (Dredger)	1	Rs. 260-6-290-EB-6-326- 8-366-EB-8-390-10-400	Class-III	Not applicable	Not applicable.	
135. Winchman (Dredger)	3	Rs. 260-6-290-EB-6-326- 8-366-EB-8-390-10-400	Class-III	Not applicable	Not applicable.	
136. Fireman (Boiler)	10	Rs. 225-5-260-6-326-EB- -8-350.	Class-III	25 years	Essential : (i) 8th standard pass. (ii) Able bodied. (iii) Experience of having worked in launches/reputable Workshops for three years. Desirable : I. T. I. (Fitter or Mechanic).	
137. Engine Room Tindal	6	Rs. 225-5-260-6-326-EB-8- 350.	Class-III	25 years	Essential : Must possess certificate from I. T. I. in the trade of Mecha- nic (Diesel) or any equivalent certi- ficate.	
138. Supervisor	8	Rs. 380-12-440-EB-15- 560-EB-20-640.	Class III	Between 21 and 25 years.	Essential : A first or high second class degree of a recognised University. Desirable : Experience in Shipping work.	
	8	9	10	11	12	13
Not applicable	By promotion	Selection	Promotion : Fireman (Boiler) with three years experience in the grade in the Port after appointment three- to on a regular basis subject to pass- ing departmental trade test.	Two years	Nil	
Not applicable	By promotion	Selection	Promotion : Fireman (Boiler) with five years' service in the grade in the Port after appointment thereto on a regular basis subject to passing a departmental trade test.	Two years	Nil	
Not applicable	By Promotion	Selection	Promotion : Fireman (Boiler) with five years, service in the grade in the Port after appointment thereto on a re- gular basis subject to passing a de- partmental trade test.	Two years	Nil	
Not applicable	By direct recruitment	Not appli- cable.	Not applicable	Two years	Nil	
Not applicable	By direct recruitment	Not appli- cable	Not applicable	Two years	Nil	
No	50% by promotion, failing which by transfer or transfer on deputa- tion and 50% Direct recruitment failing which by promotion, and failing both by transfer or transfer on deputation.	Selection	Ptotion : Out-door clerks with seven years' ser- vice in the grade in the Port after appointment thereto on a regular basis. Transfer : Upper Division Clerks (Scale Rs. 330— 560) in the Port with atleast three years' service in the grade in the Port. Preference being given to those having experience in Shipping works. Transfer on deputation: Persons holding posts in the scale of Rs. 330—560 or equivalent with ex- perience in shipping in the Tuticorin Port Trusts or other Major Ports.		Nil	

1	2	3	4	5	6	7
139. Out-Door Clerk	17	Rs. 260-6-290-EB-6-326-8-366-EB-8-390-10-400.	Class III	Between 18 and 25 years.	Essential : Matriculation or its equivalent. Desirable : Preference shall be given to those having experience in any Port's Traffic Department.	
140. Cargo Sorter	7	Rs. 210-4-250-EB-5-290.	Class III	Between 18 and 25 years.	Essential : 8th standard pass or its equivalent. Desirable : (i) Matriculation or its equivalent. (ii) Previous experience in the line.	
141. Gestetner Operator	1	Rs. 210-4-250-EB-5-270.	Class IV	Not applicable.	Not applicable.	
8	9	10	11	12	13	
Not applicable.	1. 60% by transfer, failing which by direct recruitment. 2. 30% by direct recruitment, failing which by transfer (such of the Tally Clerks operating at the Minor Port of Tuticorin, who fulfil the requisite qualification prescribed for direct recruits shall also be considered along with open market candidates). 3. 10% by departmental examinations limited to Group D employees of the Port failing which by direct recruitment.	Not applicable	1. Transfer: Employees working in the Work-charged Establishment cadre (in the scale of Rs. 260—400, Rs. 260—350 and Rs. 225—308) having qualifications prescribed for direct recruits. 2. Departmental Examinations : 10% of the vacancies in the grade of Out-door clerks to be filled by direct recruitment shall be reserved for being filled by Group D employees subject to the following conditions :— (a) Selection would be made through a departmental examinations or test confirmed to such Class IV employees who fulfil the requirement of minimum educational qualification viz. Matriculation or equivalent. (b) The maximum age for this examination or test would be 40 years (45 years for the scheduled caste and the Scheduled Tribes Candidates.) (c) Atleast three years' service in Group D would be essential. (d) The maximum number of recruits by this method would be limited to 10% of the vacancies in the cadre of Out-door Clerks, occurring in a year, and unfilled vacancies shall not be carried forward to the next year.	Two years.	Nil.	
Not applicable.	By direct recruitment	Not applicable.	Not applicable.	Two years	Nil.	
Not applicable.	By promotion	Non-Selection.	Promotion: Promotion from the grade of Record Sorter (Daftary) with three years' experience in the grade in the Port after appointment thereto on a regular basis.	Two years.	Nil.	

1	2	3	4	5	6	7
142. Record Sorter (Daftary)	3	Rs. 200-3-206-4-234-EB-4-250.	Class IV	25 years.	Essential : (i) 8th standard pass. (ii) Experience in maintenance of files or binding.	
143. Peon	40	Rs. 196-3-220-EB-3-232.	Class IV	Between 18 and 21 years.	Essential :— (i) 8th standard pass with knowledge of English and Tamil. (ii) Able bodied. (iii) Knowledge of cycling.	
144. Dresser (Including Female Dresser)	5	Rs. 210-4-250-EB-5-270.	Class IV	Between 18 and 25 years.	Essential:— (i) 8th standard pass. (ii) Should have passed First Aid Examination from one of the recognised institution or should have adequate knowledge of First Aid, bandaging/dressing of wounds, etc., with two or three years experience in some hospital.	
145. Helper (Unskilled) (Female)	1	Rs. 196-3-220-EB-3-232.	Class IV	Between 21 and 35 years.	Essential:— 8th standard passed with training as Dai.	
146. Helper (Carpentry)	7	Rs. 200-3-206-4-234-EB-4-250.	Class IV	Between 18 and 30 years.	Essential :— (i) 8th standard pass. (ii) Good Physique. (iii) Three years' experience in the line. (iv) Should pass the trade test. Desirable:— ITI certificate in carpentry.	
147. Helper to Pipeline Fitter	2	Rs. 200-3-206-4-234-EB-4-250.	Class IV	Between 18 and 30 years.	Essential :— (i) 8th standard pass. (ii) Good Physique. (iii) Three years experience in the line. (iv) Should pass Trade Test conducted by the Port. Desirable:— ITI certificate in the trade of Fitter.	

8	9	10	11	12	13
Age : No; Qualifications : Yes	By promotion, failing which by direct recruitment.	Non-selection.	Promotions: Peons with three years experience in the grade in the Port after appointment thereto on a regular basis.	Two years.	Nil.
Not applicable.	By direct recruitment.	Not applicable.	Not applicable.	Two years.	Nil.
Not applicable	By direct recruitment.	Not applicable.	Not applicable.	Two years.	Nil.
Not applicable.	By direct recruitment.	Not applicable.	Not applicable.	Two years.	Nil.
Not applicable.	By transfer, failing which by direct recruitment.	Not applicable.	Transfer : Mazdoors (Rs. 200—250) in the workcharged establishment of the Port who are working as Helpers to Carpenters.	Two years.	Nil.
Not applicable.	By transfer, failing which by direct recruitment.	Not applicable.	Transfer :— Mazdoor (Rs. 200-250) in the work-charged establishment of the Port who are working as Helpers to the Pipe Line Fitters.	Two years.	Nil.

1	2	3	4	5	6	7
148. Helper to Plumber	1	Rs. 200-3-206-4-234-4-250.	Class IV	Between 18 and 30 years.	Essential:— (i) 8th standard pass. (ii) Good Physique. (iii) Three years' experience in the line. (iv) Should pass the Trade Test conducted by the Port. Desirable:— ITI certificate in the trade of Fitter.	
149. Helper (Masonry)	2	Rs. 200-3-206-4-234-EB-4-250.	Class IV	Between 18 and 30 years.	Essential:— (i) 8th standard pass. (ii) Good Physique. (iii) Three years' experience in the trade. (iv) Should pass the trade test conducted by the Port. Desirable:— ITI certificate in Allied Trade.	
150. Gardener	35	Rs. 200-3-206-4-234-EB-4-250.	Class IV	Between 18 and 30 years.	Essential:— (i) Atleast pass in fifth standard. (ii) Good Physique. (iii) About two years' experience in gardening.	
151. Sweeper	29	Rs. 200-3-206-4-234-EB-4-250.	Class IV	Between 18 and 30 years.	Essential:— (i) Ability to read and write Tamil. (ii) Adequate experience of work in general cleanliness. Desirable: Persons who have worked as sweeper in the line will be preferred.	
152. Khalasi (Civil)	36	Rs. 200-3-206-4-234-EB-4-250.]	Class IV	Between 18 and 30 years.	Essential:— (i) Fifth standard pass. (ii) Good Physique. (iii) Knowledge of cycling.	

8	9	10	11	12	13
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfers:— Mazdoors (Rs. 200—250) in the work-charged establishment of the Port who are working as Helpers to Plumber.	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer:— Mazdoor (Scale Rs. 200—250) in the workcharged establishment of the Port who are working as Helper to Masons.	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment. Note : In the case of direct recruitment preference will be given to NM workers of the Port.	Not applicable	Transfer:— Mazdoor (Scale Rs. 200—250) in the workcharged establishment of the Port.	Two years	Nil
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer : Sweeper and Mazdoors of the work-charged establishment of the Port (Scale Rs. 200—250).	Two years	Nil
Not applicable	By transfer, failing which By direct recruitment.	Not applicable.	Transfer : Mazdoor (Scale Rs. 200—250) in the workcharged establishment of the Port.	Two years	Nil

1	2	3	4	5	6	7
153. Khalasi (Mechanical)	9	Rs. 200-3-206-4-234-EB- 4-250.	Class IV	Between 18 and 30 years.	Essential:— (i) 8th standard Pass. (ii) Able bodied with good physique. Desirable : ITI certificate in any of Mechanical trades.	
154. Khalasi (Electrical)		Rs. 200-3-206-4-234-EB- 4-250.	Class IV	Between 18 and 30 years.	Essential:— (i) Atleast 8th standard pass. (ii) Able bodied with good physique. Desirable:— ITI certificate in any electrical trade.	
155. Khalasi (Stores).	10	Rs. 200-3-206-4-234-EB- 4-250.	Class IV	Between 18 and 30 years.	Essential: 8th standard pass. (ii) Good physique. (iii) Knowledge of cycling.	
156. Conductor	2	Rs. 200-3-206-4-234-EB- 4-250.	Class IV	Between 18 and 30 years.	Essential:— (i) 8th standard pass. (ii) Should possess Conductor certi- ficate issued by the competent authority. (iii) Should pass trade test conducted by the Port. Desirable: Matriculation or its equivalent.	
157. Cleaner	31	Rs. 200-3-206-4-234-EB- 4-250.	Class IV	Between 18 and 30 years.	Essential:— (i) 8th standard pass. (ii) ITI certificate in Diesel Mechanic or Auto Machanic or Fitter or Auto Electrician.	
158. Observatory and Tide Gauge Attender.	3	Rs. 200-3-206-4-234-EB- 4-250.	Class IV	Between 18 and 30 years.	Essential: (i) 8th standard pass. Desirable: Knowledge of English	
8	9	10	11	12	13	
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer :— Mazdoor (Scale Rs. 200—250) in the workcharged establishment of the Port working in the Mechanical Division excluding Electrical Sub- division.	Two years	Nil	
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer:— Mazdoor (Scale Rs. 200—250) in the workcharged establishment of the Port working in the Electrical Sub- division.	Two years	Nil	
Not applicable	By transfer failing which by direct recruitment.	Not applicable	Transfer:— Mazdoor (Scale Rs. 200—250) in the workcharged establishment of the Port.	Two years	Nil	
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer :— Conductor (Scale Rs. 200—250) in the workcharged establishment of the Port.	Two years	Nil	
Not applicable	By transfer, failing which by direct recruitment.	Not applicable	Transfer:— Cleaner (Scale Rs. 200—250) in the workcharged establishment of the Port.	Two years	Nil	
Not applicable	By direct recruitment.	Not applicable	Not applicable	Two years	Nil	

1	2	3	4	5	6	7
159. Fireman	82	Rs. 200-3-206-4-234-EB-4-250.	Class IV	Between 18 and 25 years.	Essential:— (i) Must have passed 8th standard. (ii) Should be able to climb sleep Ladder and to perform drills at high elevations. (iii) Must have physical standard prescribed below— Height : 168 Cms. Chest : 81 Cms. Exp. : 86 Cms. Weight : 50 Kgs. Vision : Normal in both eyes. Colour vision is essential and wearing of glasses is not permissible except to employees over age of 40 years. Desirable: (i) Driving for licence for Heavy Vehicles. (ii) Previous experience in the line.	
160. Sukhan		s. 210-4-250-BB-5-270.	Class IV	30 years.	Essential:— (i) 8th standard pass. (ii) Candidate with the certificate of competency as Serang under Harbour Craft Rules. Note : General Educational qualifications relaxable in case of candidates otherwise well qualified.	
161. Seaman	185	Rs. 200-3-206-4-234-EB-4-250.	Class IV	Between 18 and 35 years.	Essential : Must possess good physique and experience as boatman/seaman and should know swimming in deep sea water.	
162. Topaz	1	Rs. 200-3-206-4-234-EB-4-250.	Class IV	25 years	Essential : (i) Ability to read and write Tamil (ii) Adequate experience of work in general cleanliness. Desirable : Previous experience in the line.	

8	9	10	11	12	13
Not applicable	By direct recruitment.	Not applicable	Not applicable.	Two years	Nil
Age : No Qualifications: Yes.	By transfer, failing which by promotion, and failing both by direct recruitment.	Non-selection	Transfer : Sakkani or Tindal (Scale Rs. 210—270) in the Workcharged Establishment of the Port. Promotion : Seaman (Scale Rs. 200—250) with 2 years, experience in the grade in the Port after appointment thereto on a regular basis subject to passing the departmental trade test (Preference will be given to those possessing certificate and competency as Serang under Harbour Craft Rules.)	Two years	Nil
Not applicable	By transfer failing which by direct recruitment.	Not applicable	Transfer : Seaman (Scale Rs. 200—250) in the workcharged establishment of the Port.	Two years	Nil
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil

1	2	3	4	5	6	7
163. Bhandary		Rs. 200-3-206-234-EB-4-250,	Class IV	30 years	Essential : (i) 8th standard pass. (ii) Must be proficient with Indian and Western Cooking. Note : (i) Preference shall be given to persons who have experience as Cooks on board vessels or in the Defence Forces. (ii) General educational qualifications relaxable in the case of persons otherwise well-qualified.	
164. Pointman		Rs. 200-3-206-4-234-FB-4-250.	Class IV	Between 18 and 25 years.	Essential : (i) Must have passed 8th standard or its equivalent. (ii) Must be able bodied.	
165. Head Watchman		Rs. 200-3-206-4-234-FB-4-250	Class IV	Not applicable	Not applicable	
166. Watchman	24	Rs. 196-3-220-EB-3-232	Class IV	25 years	Essential : Pass in 8th standard or its equivalent. Desirable : Experience in the Armed Forces or in the line in any Government or reputable organisation.	

8	9	10	11	12	13
Not applicable	By direct recruitment	Not applicable	Not applicable	Two years	Nil.
Not applicable	By transfer failing which by direct recruitment.	Not applicable	Transfer : Mazdoor (Rs. 200-250) and Head Mazdoor (Rs. 210-290) of the work-charged establishment possessing qualifications prescribed for direct recruits.	Two years	Nil.
No	By promotion	Selection	Promotion : Watchman with three years service in the grade in the Port.	Two years	Nil.
Not applicable	By direct recruitment	Not applicable.	Not applicable	Two years	Nil.

[PET—64/78]

G.S.R. 235(E).—In exercise of the powers conferred by section 126, read with section 28 of the Major Port Trusts Act, 1963 (38 of 1963), the Central Government hereby makes the following regulations, namely :—

1. Short title and commencement.—(1) These regulations may be called the Tuticorin Port Trust Employees (Grant of Advances for building of houses) Regulations, 1979.

(2) They shall come into force from the first day of April, 1979.

2. Definitions.—In these regulations, unless the context otherwise requires,—

(a) "Act" means the Major Port Trusts Act, 1963 (38 of 1963) ;

(b) "Board" means the Board of Trustees constituted under the Act for the Tuticorin Port Trust ;

(c) "Chairman" means the Chairman of the Board ;

(d) "Deputy Chairman" means the Deputy Chairman of the Board ;

(e) "employee" means the employee of the Board ;

(f) "Government" means the Central Government ;

(g) "Head of Department" means a post, the incumbent of which shall for the purposes of the Act be specified by the Central Government as such under subsection (2) of section 24 of the said Act ;

(h) "Legal Adviser" means the Legal Adviser to the Board appointed from time to time ;

(i) "permanent employee" and "temporary employee" shall have the meanings assigned to them respectively in the Tuticorin Port Trust Employees' Recruitment, Seniority and Promotion Regulations, 1979 ;

(j) "low paid employee" means employee whose pay including officiating pay, dearness pay, personal pay and special pay does not exceed Rs. 500 per mensem.

3. Eligibility.—House building advance may be granted to the following categories of the employees, namely :—

- (a) permanent employees of the Board ;
- (b) Employees of the Board not falling under category (a) above who have rendered at least ten years' continuous service, provided the sanctioning authority is satisfied that they are likely to continue in the service, of the Board at least till the house for which the advance is sanctioned, is built or mortgaged to the Board.

Note : In cases where both the husband and wife happen to be employees of the Board and eligible for the grant of advance, it shall be admissible to only one of them.

4. Conditions to be fulfilled.—An application for the grant of an advance must satisfy the following conditions, namely :—

- (a) The cost of the house or flat to be built/purchased excluding the cost of the residential plot in the case of a house shall not exceed seventy five times the pay of the employee or Rs. 1,25,000 whichever is less, and the applicant should not have availed of any loan or advance for the purpose from any other authority or body such as the Department of Rehabilitation or a Central or State Housing Scheme. In the case of low paid employees the cost of the house/flat proposed to be built/purchased shall not exceed Rs. 50,000 (exclusive of the cost of land as mentioned in the sale/lease deed of land/flat) even though it may exceed 75 times their monthly pay. Where the loan or advance etc. already availed of by an applicant, does not exceed the amount admissible under these regulations, it is open to him to apply for an advance under these regulations subject to the condition that he undertakes to repay the outstanding loan or advance (together with interest if any) thereon forthwith, in one lump sum to the authority or body aforesaid.
- (b) In cases where an employee makes (or has made) a final withdrawal from his provident fund account in connection with the construction/acquisition of a house/residential flat in addition to availing of an advance under these regulations, the total amount of the advance sanctioned under these regulations and that withdrawn from the provident fund should not exceed seventy five times the monthly pay etc. or Rs. 1,25,000, whichever is less, and Rs. 50,000 in respect of low paid employees irrespective of their 75 months pay.
- (c) Neither the applicant, nor the applicant's wife/husband/minor child should own a house however, this condition may be relaxed by the Board in exceptional circumstances for example, if the applicant or the applicant's wife/husband/minor child owns a house in a village and the applicant desires to settle down in a town; or where an applicant happens to own a house jointly with other relations etc. and he desires to build a separate house for himself.
- (d) The floor area of the house to be constructed or purchased should not be less than 22 sq. mt.

Note.—For the purpose of this and other regulations, and forms of mortgage appended to these regulations, the terms 'house' includes a flat, unless the context otherwise warrants.

5. Purposes for which advance may be granted.—An advance may be granted for, —

- (a) Constructing a new house (including the acquisition of a suitable plot of land for the purpose) or for purchasing a ready built house or flat either at the place of duty or at the place where the employee proposes to settle after retirement. An application for advance for purchasing already built house or flat may also be considered. The maximum amount of advance that can be granted shall be the actual cost of the ready built house or flat, or seventy five

times the monthly pay or Rs. 70,000 whichever is the least. In the case of low paid employees, the total cost of construction of houses/purchase of houses/flats (excluding the cost of land) shall not exceed Rs. 50,000 even though it may exceed 75 months pay.

- (b) Enlarging the living accommodation in an existing house owned by the employee concerned, or jointly owned with his/her wife/husband :

Provided that the total cost of the existing structure excluding land and proposed additions and expansions do not exceed seventy five times his monthly pay or Rs. 1,25,000 whichever is less. In the case of low paid employees, the total cost of existing structure (excluding land) and the proposed addition and expansions should not exceed Rs. 50,000 even though it may exceed 75 times of the pay of an employee.

- (c) Repayment of a loan or an advance taken from any authority or body specified in regulation 4(a) :

Provided that the grant of advance under clause (c) of this regulation shall not be available, if the construction on the house has already been commenced.

6. Amount of advance.—(a) Not more than one advance shall be sanctioned under these regulations to an employee during his entire service.

(b) An applicant may be granted an advance not exceeding an amount equal to 75 times the monthly pay, including officiating pay (except where drawn in a leave vacancy) dearness pay, personal pay and special pay but not pay drawn in a short or fixed term of deputation duty, subject to a maximum of Rs. 70,000 in cases covered by regulation 5(a) and Rs. 25,000 in cases falling under regulation 5(b).

(c) The actual amount of advance to be sanctioned shall be determined by the Chief Engineer of the Port Trust on the basis of plans, detailed specifications and estimates to be furnished by applicants justifying the amount of advance applied for, and shall be restricted to the estimated cost of construction within the ceiling amounts prescribed above. The amount of advance will further be restricted to the amount which an employee can repay partly from his gratuity/Death-Cum-Retirement Gratuity and partly by convenient monthly deductions from his pay before the date of his superannuation according to the service rules, applicable to him.

(d) Recovery of the monthly instalment of the advance shall be effected after the expiry of one year from the date of sanction of the advance by the Board.

(e) Instalment calculated upto 33-1/3 per cent of the pay of an employee shall be deemed to be within his paying capacity.

7. Disbursement and security.—(1) An advance required partly for the purchase of land and partly for constructing a single-storied new house or enlarging living accommodation in an existing house shall be paid as follows :

- (i) An amount not exceeding 20 per cent of the sanctioned advance will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan, on his executing an agreement in the prescribed form for the repaying of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale-deed in respect thereof produced for the inspection of the Chairman within two months of the date on which the above amount of 20 per cent is drawn or within such further time as the Chairman may allow in this behalf, failing which the applicant shall be liable to refund, at once, the entire amount to the Board, together with interest thereon.
- (ii) An amount equal to 30 per cent of the balance of the advance shall be payable to the applicant on his mortgaging in favour of the Board the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms

of sale do not vest the title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Board, in the prescribed form agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is completed.

- (iii) An amount equal to 40 per cent of the amount remaining after deduction from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house reaches plinth level.
- (iv) The balance of the sanctioned advance will be payable when the construction of the house has reached roof level.

(2) An advance required only for constructing a single storeyed new house or enlarging living accommodation in an existing house shall be paid as follows :—

- (i) An amount equal to 40 per cent of the sanctioned advance shall be payable to the applicant on his mortgaging, in favour of the Board, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the terms of the sale of land. In cases where the terms of sale do not vest the title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Board, in the prescribed form agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is completed.
- (ii) A further amount not exceeding 40 per cent of the sanctioned advance shall be payable when the house has reached the plinth level.
- (iii) The remaining 20 per cent of the sanctioned advance shall be payable when the house has reached roof level.

(3) An advance required partly for the purchase of land and partly for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows :—

- (i) An amount not exceeding 15 per cent of the sanctioned advance will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan on his executing an agreement in the prescribed form for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale-deed in respect thereof produced for the inspection of the Chairman within two months of the date on which the above amount of 15 per cent is drawn, or within such further time as the Chairman may allow in this behalf, failing which the applicant shall be liable to refund, at once, the entire amount to the Board, with interest thereon.
- (ii) An amount equal to 25 per cent of the balance of the advance shall be payable to the applicant on his mortgaging, in favour of the Board, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted, the provision as contained in sub-regulation (1), clause (ii) of regulation 7, shall apply.
- (iii) An amount equal to 30 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, shall be payable when the construction of the house has reached plinth level.
- (iv) A further amount not exceeding 25 per cent of the amount remaining after deducting from the sanctioned amount of advance, the instalment given for the purchase of land, shall be payable when the roof of the ground floor has been laid.

(v) The balance of the sanctioned advance shall be payable when the roof of the first floor has been laid.

(4) An advance required only for constructing a double-storeyed new house or enlarging living accommodation in an existing house shall be paid as follows :—

- (i) An amount equal to 25 per cent of the sanctioned advance will be payable to the applicant on his mortgaging in favour of the Board, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted the provision as contained in sub-regulation (2), clause (i) of regulation 7, shall apply.
- (ii) A further amount not exceeding 30 per cent of the sanctioned advance will be payable when the house has reached plinth level.
- (iii) A further amount not exceeding 25 per cent of the sanctioned advance shall be payable when the roof of the ground floor has been laid.
- (iv) The remaining 20 per cent of the sanctioned advance will be payable when the roof of the first floor has been laid.
- (5) An advance required for purchasing a ready-built house shall be paid as follows :—

The Chairman may sanction the payment of the entire amount required by, and admissible to the applicant in one lump sum on the applicant's executing an agreement in the prescribed form for the repayment of the loan. The acquisition of the house must be completed, and the house mortgaged to the Board within 3 months of the drawal of the advance, failing which the advance, together with the interest thereon, shall be refunded to the Board, forthwith, unless an extension of this time limit is granted by the Chairman.

(6) An advance required for purchase/construction of a new flat shall be paid as follows :—

- (a) The Chairman may sanction the payment of the amount required by, and admissible to the applicant, on the applicant's executing an agreement in the prescribed form and comply with the provisions contained in sub-regulation '6)(b)(2) below for the repayment of the loan. The amount may either be disbursed in one lump sum or in suitable instalments at the discretion of the Chairman. The amount so drawn or the instalment/s so drawn by the applicant shall be utilised for the purpose for which it was drawn within one month of the drawal of the advance or the instalment/s failing which the advance or part of the advance so disbursed, together with interest thereon shall be refunded to the Board forthwith, unless an extension of this time limit is specifically granted by the Chairman.
- (b) (1) In addition to their executing the agreement/mortgage deed referred to in clause (a) above, the following three categories of applicants shall also be required to furnish the surety of an approved permanent employee of the Board in the prescribed form before the sanctioned advance or any part thereof is actually disbursed to them, namely :—
 - (i) all applicants who are not permanent employees of the Board ;
 - (ii) all applicants who are due to retire from service within a period of 18 months following the date of application for the grant of an advance ;
 - (iii) all applicants who are permanent employees of the Board but not covered by sub-clause (ii) above if they require the advance for the purchase of a ready-built house.

Note (1) : In addition to the compliance with the provisions contained in clause (a) and (b)(1) above, the applicant for constructing or purchase of ready-built flats should furnish adequate collateral secu-

rity as laid down under rule 274 of the Compilation of the General Financial Rules to the satisfaction of the Chairman, wherever the land on which the flats stand is not mortgaged by the owner of land in favour of the Board as a security towards repayment of the advance.

Note (2): The liability of the surety shall continue till the house built/purchased is mortgaged to Board or till the advance together with the interest due thereon is repaid to Board, whichever happens earlier.

(3) Utilisation of the advance for a purpose other than that for which it is sanctioned shall render the employee liable to suitable disciplinary action under the relevant conduct regulations or under any other regulations of service applicable to the employee. He may also be called upon to refund to Board, forthwith, the entire advance drawn by him together with interest accruing thereon in accordance with regulation 8 of these regulations.

(4) The period for producing the sale deed in respect of the developed plot of land referred to in sub-regulations (1)(i) and (3)(i) of regulation 7 may be extended by the Chairman by a reasonable time after satisfying himself that the applicant has either already paid the cost of the land or is likely to pay it immediately; that the extension of time shall enable him to acquire the title/leasehold rights to the land and that he has every intention of building a house and shall be in a position to complete the construction of the house by the 18th month after the date of the drawal of the first instalment of the advance or in such period by which the time the completion of the house is extended under sub-regulation (a), clause (ii) of regulation 9.

8. Interest.—An advance granted under these regulations shall carry simple interest from the date of payment of the advance the amount of interest being calculated on the balance outstanding on the last day of each month and as fixed by the Board from time to time, but not less than the rate charged for similar advances by the Central Government from its employees, from time to time.

9. Construction maintenance etc.—(a) The construction of the house or additions to living accommodation in an existing house, as the case may be shall be :—

(i) carried out exactly in accordance with the approved plan and specification on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without the prior concurrence of the Board. The employee shall certify, when applying for the amount of the advance, admissible at the plinth/roof level, that construction has actually reached plinth/roof level, and that the amount already drawn has actually been used on the construction of the house. The Chairman may, if necessary arrange to have an inspection carried out to verify the correctness of the certificates;

(ii) completed within 18 months of the date on which the first instalment of the advance is paid to the Employee concerned. Failure to do so shall render the employee liable to refund the entire amount advanced to him (together with interest thereon calculated as in regulation 8 above), in one lump sum. An extension of the time limit may be allowed upto one year by the Chairman and for a longer period by Board in those cases where the work is delayed due to circumstances beyond the control of the employee. The date of completion of construction must be reported to the Chairman without delay.

(b) Immediately on completion or purchase of the house, as the case may be, the employee concerned shall insure the house, at his own cost, with the Life Insurance Corporation of India or with any of the nationalised general insurance company for a sum not less than the amount of the advance and shall keep it insured against damage by fire, flood and lightning, till the advance together with interest, is fully repaid, to the Board and deposit the policy with the

Board. The premium must be paid regularly and the premium receipts produced for inspection by the appropriate authority (viz. Chairman). In the event of failure on the part of the employee to effect insurance against fire, flood and lightning, it shall be lawful, but not obligatory, for the Board to insure the said house, at the cost of the employee concerned and add the amount of the premium to the outstanding amount of the advance and an employee shall be liable to pay interest thereon, as if the amount of the premium had been advanced to him as part of the aforesaid advance at the prevailing rate of interest, till the amount is repaid to the Board. The Chairman/FA&CAO shall obtain from the employee drawing the advance, a letter (—) to the insurer with whom the house is insured, to notify to the latter the fact that Board is interested in the Insurance policy secured. The Chairman/FA&CAO shall himself forward the letter to the insurer and obtain his acknowledgement. In the case of insurances effected on an annual basis, this process should be repeated every until the advance has been fully repaid to Board.

(c) The House must be maintained in good repair by the employee concerned at his own cost. He shall also keep it free from all encumbrances, and shall continue to pay all the Municipal and other local rates and taxes regularly until the advance has been repaid to the Board in full. The employee shall furnish an annual certificate to this effect to the Chairman.

(d) After the completion of the house, annual inspections may be carried out by any authorised officer under instructions from the Chairman, to ensure that it is maintained in good repair until the advance has been repaid in full. The employee concerned shall afford necessary facility for those inspections by the officer(s) designated for the purpose.

Note.—Furnishing a false certificate shall render the employee concerned liable to suitable disciplinary action under the regulations of service applicable to him. He may also be called upon to refund to Board forthwith the entire advance drawn by him together with interest accruing thereon in accordance with regulation 8 of these regulations.

10. Payment of advance.—(a) The advance, granted to an employee under these regulations, together with the interest thereon, shall be repaid in full by monthly instalments within a period not exceeding 20 years. Firstly, the recovery of the advance shall be made in not more than 180 monthly instalments, and then interest shall be recovered in not more than 60 monthly instalments.

Note (i) : The amount to be recovered monthly shall be fixed in whole rupees except in the case of the last instalment when the remaining balance, including any fraction of a rupee shall be recovered.

(ii) Recovery of advance granted partly for purchase of land and partly for construction shall commence from the pay of the month following the completion of the house or the pay of the 24th month after the date on which the instalment for purchase of land is paid to the employee, whichever is earlier. Recovery of advance granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the pay of the month following the completion of the house or the pay of the 18th month after the date on which the first instalment of the advance is paid to the employee whichever is earlier. In the case of an advance taken for purchasing a ready built house, recovery shall commence from the pay of the month following that in which the advance is drawn.

(iii) It shall be open to employee to repay the amount in a shorter period, if he so desires. In any case, the entire advance must be repaid in full (with interest thereon) before the date on which they are due to retire from service.

(iv) In order to avoid undue hardship to an employee who is due to retire within 20 years of the date of application for the grant of an advance and, who under the service regulations applicable to him is eligible for the grant of a gratuity or death-cum-retirement gratuity, the Chairman may permit him to repay the advance with interest in convenient monthly instalments (the amount of the instalment shall not be less than that worked out on the basis of repayment within a period of 20 years), during the remaining period of his service, provided he agrees to the incorporation of a suitable

clause in the prescribed Agreement and Mortgage Deed form to the effect that the Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(v) In case the employee does not repay the balance of the advance due to Board on or before the date of his retirement, it shall be open to Board to enforce, the security of the mortgage at any time, thereafter, and recover the balance of the advance due together with the interest and cost of recovery by sale of the house or in such other manner as may be permissible under the law.

(b) Recovery of advance shall be affected through the monthly pay/leave salary/subsistence allowance bills of the employee concerned by the Chairman or the FA & CAO concerned, as the case may be. The recoveries will not be held up or postponed except with the prior concurrence of the Chairman. In the event of subsistence allowance payable being reduced on prolonged suspension of the employee the recoveries may be suitably reduced by the Chairman if considered necessary.

(c) If an employee ceases to be in service for any reason other than normal retirement/superannuation, or if he/she dies, before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to the Board, forthwith the Board may, however, in deserving cases, permit the employee concerned, or his/her successors in interest as the case may be, or the sureties in cases covered by regulation 7(b), if the house has not been completed and/or mortgaged to Board by that time to repay the outstanding amount together with interest thereon calculated as in regulation 8 above, in suitable instalments. Failure on the part of the employee concerned or his/her successors (as the case may be) to repay the advance for any reason whatsoever, shall entitle the Board to enforce the mortgage and take such other action to effect recovery of the outstanding amount, as may be permissible.

(d) The property mortgaged to Board shall be reconveyed in the prescribed form to the employee concerned (or his successors in interest as the case may be), after the advance, together with the interest thereon, has been repaid to the Board in full.

11. Procedure for dealing with applications.—(a) Applications should be submitted by the employees to the Chairman in the prescribed form (in duplicate) through proper channel. The following documents should accompany the applications, namely :—

- (i) a declaration in regard to the House/property, if any, owned by the applicant or the applicant's wife/husband/minor children at the time of applying,
- (ii) if the advance is required for enlarging living accommodation in an existing house, an attested copy of the sale-deed as well as of other documents, if any, establishing that the applicant possesses an indisputable title to the property in question. The site plan should also be furnished,
- (iii) in cases where applicants happen to be in possession of land and desire to build a new house on it, a copy of the sale deed or other proof of the applicant having a clear title to the land on which the house is proposed to be built, along with the site plan. If the land happens to be leasehold; an attested copy of the leased-deed should also be enclosed,
- (iv) in cases where the applicant desires to purchase land, an attested copy of a letter from the seller of the plot to the effect that subject to the settlement and payment of the price, he is in a position to hand over the vacant possession of a clearly demarcated developed plot of land to the applicant within a period of two months from the date of his letter, may be forwarded,
- (v) in cases where the applicant desires to purchase a flat, an attested copy of a letter from the seller of the flat to the effect that subject to the settlement and payment of the price, he is in a position to

hand over the vacant possession of a clearly distinguishable flat to the applicant within a period of two months from the date of his letter, may be forwarded.

(b) The Heads of Departments shall scrutinise the applications and satisfy themselves of the correctness of the facts etc., stated therein. They shall also ensure from the title deeds, etc. furnished in compliance with sub-regulation (a) above, that the applicant possesses a clear title to the property in question. After this has been done, the Heads of Departments shall forward the applications to the Chairman alongwith their recommendations.

(c) The office of the Chairman shall examine the applications with reference to the priorities, etc., if any, laid down for dealing with them, subject to funds being available.

(d) (i) After approval, formal sanction to the grant of an advance in the cases covered by sub-regulation (e) below shall be accorded by the Chairman, who shall satisfy himself in consultation with the Law Officers and Revenue and registration authorities in accordance with the procedure laid down by the Board, that the applicant does, in fact, possess a clear and marketable title to the property free from encumbrances and attachments. The Chairman shall arrange to complete the prescribed formalities such as execution of the agreement, mortgage deed, surety bond, etc. in the prescribed forms (in consultation with appropriate legal authorities, where necessary) and then authorise disbursement of an appropriate amount of the sanctioned advance to the applicant. Where land or a ready built house is intended to be purchased with the help of the advance, the Chairman may, before authorising payment of the advance, also require the employee concerned to certify that negotiations for the purchase have reached a final stage, that the purchase price is not likely to be less than the amount of the advance sanctioned and that he has satisfied himself that the transaction shall enable him to acquire an indisputable title to the land/house in question; in such cases the sale-deeds etc., should be examined by the Chairman carefully (in consultation with legal and other authorities where necessary) to ensure that the employee concerned has actually acquired an indisputable title to the property exclusive of title to plot of land in the case of flats in question. It should also be verified that the market value of the land/house purchased is not less than the advance sanctioned;

(ii) The Chairman shall instruct applicants desirous of constructing a new house or enlarging living accommodation in an existing house, to furnish two copies of the plans, as well as the specifications and estimates in the prescribed proforma. The plans should be duly approved by the Municipality or other local body concerned before submitting them to the Chairman.

(e) The plans, specifications and estimates referred to the sub-regulation (d)(ii) above should be referred to the Chairman with reference to the earlier correspondence on the subject. The Chairman, after examining all these details in consultation with the FA & CAO will accord formal sanction to the grant of the advance. The Chairman shall also attend to the observance of all the formalities as explained in sub-regulation (d)(i) above, and then authorise the disbursement of the first instalment of the advance for construction purposes to the applicant. The payment of the remaining instalments of the advance may be authorised by the Chairman direct on the basis of the certificates to be furnished by the applicants as prescribed in regulation 9(a) and such inspections as may be deemed necessary. It should also be verified, before disbursing last instalment of the advance, that the development of the site has been completed (vide regulation 7 above).

Note :—While authorising disbursement of an instalment of an advance as prescribed in sub-regulations (d)(1) or (e) of regulation 11, the Chairman shall attach a certificate to the effect that the required formalities in pursuance of which the instalment has become due have been complied with.

(f) The Chairman shall also ensure that the transaction/construction of the house is completed within the period prescribed in the regulations, and that :

- (i) in cases covered by sub-regulations (1) and (3) of regulation 7 (excepting cases involving enlargement of living accommodation in existing houses)

the agreement in the prescribed form is duly executed by the employee concerned, before disbursement of the first instalment of advance and that after purchasing the land, the mortgage deed in the prescribed form is executed and duly registered in the office of the Registrar of Assurances and the registered deed, together with the original documents of title to land is deposited with the Chairman before drawing the second instalment of the advance.

- (ii) In cases covered by sub-regulations (2) and (4) of regulation 7 and in all cases involving enlargement of living accommodation in existing house, the mortgage deed in the prescribed form is executed and registered in the office of the Registrar of Assurances and that the registered deed, together with the original documents of title to land/house is deposited with the Chairman before drawing the first instalment of advance.
- (iii) In cases covered by sub-regulation (5) of regulation 7 and in cases where the terms of sale of land do not vest the title in the employee till a house is erected on the land, the agreement in the prescribed form is executed and deposited with the Chairman before disbursement of the sanctioned advance or any portion thereof. Immediately on purchase of the house or immediately after vesting of the title in favour of the employee on erection of the house, the mortgage deed in the prescribed form shall be executed and registered in the office of the Registrar of Assurances. The registered deed, together with the original documents of title to the land/house shall be deposited with the Chairman, within three months of the drawal of the advance in cases covered by sub-regulation (5) of regulation 7 and in other cases falling under this sub-regulation, within three months of the date of vesting of title in favour of the employee and the time required for registration of the mortgage deed;
- (iv) In cases covered by sub-regulation (6)(b)(1) of regulation 7 surety bonds in the prescribed form are furnished by approved permanent employee before disbursement of the sanctioned advance or any portion thereof;
- (v) In all the aforesaid cases, the employee establishes his marketable title to the property in accordance with the procedure prescribed by Board before execution of the mortgage deeds. In cases where the terms of sale do not vest the title to the land in favour of the employee till a house is erected on the land it shall be ensured before execution of the agreement in the prescribed form, that the employee shall be in a position to acquire, a clear and marketable title free from all encumbrances and attachments on erection of the house;
- (vi) mortgage deed (and reconveyance deed on release or reconveyance of property from mortgage) is

duly registered within four months from the date of its execution as required by section 23 of the Indian Registration Act, 1908 (16 of 1908) and all documents deposited by the employee in pursuance of these provisions are kept in safe custody till release or reconveyance of the property from the mortgage, (Registration is not necessary in the case of surety bonds and agreements prescribed in these regulations);

- (vii) the house is insured in the manner indicated in regulation 9(b) above, immediately on its purchase/ completion and that the premium receipts are regularly produced for inspections;
- (viii) The house is maintained in good repair and that the necessary insurance premia and Municipal rates and taxes are paid regularly, and the requisite certificate furnished annually, until the advance has been repaid in full;
- (ix) the monthly recovery of instalments of repayment of the advance commences from the due date and is made regularly from the monthly pay/leave salary/subsistence allowance bills of the employee concerned thereafter;
- (x) in the case of employee likely to retire within 18 months of the date of their application for the advance [See regulation 7(b)], the amount of their gratuity shall be adequate to cover the balance of the advance outstanding against them just before the date of their retirement;
- (xi) any amount drawn in excess of the expenditure incurred, is refunded by the employee concerned to Board forthwith together with the interest, if any, due thereon;
- (xii) the property mortgaged to the Board is released or reconveyed immediately on the repayment of the advance and the interest thereon in full and the mortgage deed duly cancelled and returned together with the original documents of title of the land/property to the employee concerned.
- (g) To enable the Chairman to watch the progress of expenditure and the completion of house, Head of Departments, shall send quarterly returns showing (i) the figures of expenditure incurred by them under these regulations; (ii) a list of employees to whom the last instalment of the house building advance was disbursed during the quarter, giving reference to approval; and (iii) a list of the houses completed, so as to reach the Chairman by the 10th of the month following the quarter to which the returns relate. Nil returns need not be rendered.

NOTE :—Stamp duty if any, chargeable on documents, registration fees and other expenses to be incurred for the completion of legal and other formalities shall be borne by the employee out of his own resources.

Application form prescribed under the rules regulating the grant of advances to employees of the Board for building, etc. of houses.

1. (a) Name (in block letters)
- (b) Designation
- (c) Scale of pay
- (d) Present pay (excluding allowances but including dearness pay if any)
2. (a) Department or office in which employed
- (b) Head of the Department
- (c) Office where posted

3. Please state :

Whether you are a permanent or non-permanent employee of the Board, and length of service rendered under the Board.

(a) Your permanent post if any and the name of office and Dept. concerned.

(b) Do you hold a permanent appointment under a State/ Central Govt. if so, give particulars.

Date of birth and age next birth day.

Date of retirement

Is your wife/husband an employee of the Board. If so give her/his name, designation etc.

1	2	3	4	5
---	---	---	---	---

4. Do you or does your wife/husband/minor child already own a house ?

[See regulation 4(c)] If so, please state :—

Station where it is situated with exact address	Floor area (in sq. m.)	Its (approx.) valuation	Reasons for desiring to own another house, or enlarging living accommodation in an existing house as the case may be
1	2	3	4

Note : Columns 1—4 above should be filled in also in the case of enlargement to houses. Columns 2—4 shall have to be supported by specifications, estimates (in enclosed Form) and plan at the appropriate stage.

5. (a) Do you require the advance for building a new house ? If so, please indicate : (See regulation 5)

Approx floor area of the house proposed to be constructed (in sq.m.)	Estimated cost			Amount of advance required	No. of years in which the advance with interest is proposed to be repaid
	Cost of land	Cost of building	Total		
1	2	3	4	5	6

Note : Entries in cols. 2—4 shall have to be supported by specification, estimates (in enclosed form) and plan at the appropriate stage

(b) Whether you are already in possession of the land : If so please state :

Name of the City or Town where it is located	Whether you wish to settle there after retirement	Area of the plot (in sq. m.)	Name of the Municipal or other local authority (if any) in whose jurisdiction it is located.
1	2	3	4

(c) If no plot of land is already in your possession, how, when and where do you propose to acquire one ? State the approximate plot area (in sq. metres) proposed to be acquired and enclose an attested true copy of a letter from the seller of the plot that subject to the settlement and payment of the price, he can hand over to the applicant, the vacant possession of a clearly demarcated developed plot of land within a period of two months from the date of the letter.

6. Do you require the advance for enlarging living accommodation in an existing house ? If so, please state :

No. of rooms in the house (excluding lavatory, bathroom & kitchen)	Total floor area of the rooms (in sq. meters)	If an additional storey is proposed to be added, is the foundation strong enough	Particulars of addition desired		Amount of advance desired	No. of years in which the advance with interest is proposed to be repaid
			No. of rooms	Floor area (in sq. mt.)		
1	2	3	4	5	6	7

Note : A plan of the existing house should accompany the application.

7. Do you require the advance for purchasing a ready built house ?

(a) (i) If so, and in case you already have a house in view, please state :—

Exact location of the house	Floor area of the house (in sq. m.)	Plinth area of the house (in sq. m.)	Approx. age of the house.	Municipal valuation of the house.	Name and address of the owner	Appx. price expected to be paid	Amt. of adv. required	No. of years in which the advance with interest is proposed to be repaid
1	2	3	4	5	6	7	8	9

Note : A plan of the house should accompany the application.

(ii) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house ?

(b) If you do not already have a house in view, how, when and where do you propose to acquire one ? Indicate :—

The approx. amount upto which you will be prepared to buy a house The approx. amount of advance required No. of years in which the advance with interest is proposed to be repaid.

1	2	3
---	---	---

Note : Details specified against Item 7(a) above should be furnished in this case also as soon as possible and in any case before the full amount of the advance can be drawn.

8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold ? If lease hold, state :—

The term of the lease	How much of the terms has already expired	Whether conditions of the lease permit the land being mortgaged to Board.	Premium paid for the plot	Annual rental of the plot
1	2	3	4	5

Note : A copy of the lease sale deed should accompany the application.

9. (a) Is your title to the land/house undisputed and free from encumbrances ?

(b) Can you produce, if required, original documents (Sale or lease deed) in support of your title ? If not, state the reasons therefor indicating what other documentary proof, if any, you can furnish in support of your claim.

[See regulations 5(b) and 7(a) above.]

(c) Does the locality in which the plot of land/house is situated, possess essential services like roads, water supply, drainage, sewerage, street lighting, etc. (Please furnish a site plan with complete address.

10. In case you happen to be due to retire from service within 20 years of the date of this application and are eligible for the grant of a gratuity or death-cum-retirement gratuity, do you agree by giving a declaration in the agreement Form/Mortgage Deed that the Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of your retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to you ?

11. Is regulation 7(b) applicable to your case ? If so, state :—

(i) the name, designation, scale of pay, office/Department, etc. of the permanent employee who is willing to stand surety for you.

(ii) the date on which the proposed surety is due to retire from service.

12. In case you have already made a final withdrawal from your provident fund for the construction/acquisition of a house or a residential plot, please furnish the particulars of the amount drawn, the date of the drawal and the purpose for which the amount now required under the House Building Advance Rules, is required.

DECLARATIONS

I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

I have read the Rules regulating the grant of advances to employees of the Board for building, etc., of house, and agree to abide by the terms and conditions stipulated therein.

3. I certify that*—

(i) my wife/husband is not an employee of the Board
my wife/husband who is an employee of the Board has not applied for and/or obtained an advance under these rules.

(ii) neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any Government source (e.g. Department of Rehabilitation or under any Central or State Housing Scheme) or drawn an advance or made a final withdrawal from any provident fund in connection with the acquisition of a house (also see item 12 above).

*Strike out the alternative(s) not applicable.

(iii) that the construction of the house for which the advance has been applied for, has not yet been commenced.

Station..... Signature of the applicant.....

Dated..... Designation.....

Deptt./Office in which employed.....

(To be completed by the applicant's Head of Department)

No. Station Dated

Forwarded to the Chairman.

(1) I have scrutinised the application in terms of 11(b) of the regulation and have satisfied myself of the correctness of the facts, etc. stated therein and that the applicant possesses a clear title to the property in question.

(2) It is recommended that an advance of Rs..... may be granted to the applicant. I have satisfied myself on

the basis of monthly deductions, etc., made from the applicant's salary, that this amount is well within his repaying capacity.

(3) *The provisions of regulation 4(b) may be relaxed as a special case.

(4) The amount of gratuity/death-cum-retirement gratuity due to the applicant on the date of his superannuation (at the time of retirement calculated on the basis of the appointment held by the applicant at the time of submitting the application for a house building advance) is estimated to be Rs.

(5) Certified that the undersigned Shri..... (Name and designation in block letters) is **Head of Department/** has been duly authorised by the Head of Department to scrutinise and recommend such applications.

***Signature.....

Designation.....

Name of the Department.....

*Strike out, if not applicable.

**Delete words not applicable

***Name of the signing officer should also be indicated in block letters below his signature.

FORM NO. 1

Abstract of cost of original estimates and detailed specifications (Based on details in Form No. 2) for grant of advances to employees of the Board for the building of houses.

Amount Rs.

Name.

Designation

Locality and address in which the house is proposed to be constructed

Items No.	Sub-heads & Items of work	Quantity or No.	Rate	Per	Amount	Total
1	2	3	4	5	6	7
I. EARTH WORK						
	(Earthwork excavation for foundations and disposing of the surplus earth etc.)	..	..	100 sq.m.	..	..
II. CONCRETE WORK						
	(Foundation concrete with cement or lime using stone or brick ballast either below floors or for footings)	..	..	100 sq. m.	..	..
III. DAMP PROOF COURSE						
	(Concrete on rich cement mortar or bituministic compound)	..	..	..	..	..
IV. PROOFING WORK						
	(R.C.C. asbestos or any other type of suitable roof)	..	..	..	..	..
V. REINFORCED CEMENT CONCRETE						
VI. MASORNY						
	(Brick, stone, concrete blocks, Walls etc.)	..	..	..	..	..
VII. WOOD WORK						
	(For doors and windows, wooden Scantlings for roofs, etc.)	..	..	..	..	..
VIII. STEEL WORK						
	(For reinforcement, holdfast, window bars etc.)	..	..	..	..	..
IX. FLOORING						
	(Concrete, stone or marble chip etc.)	..	..	..	..	..

1	2	3	4	5	6	7
X. FINISHING						
(Plastering, pointing, colour or white washing painting etc.)	
XI. MISCELLANEOUS						
(Like rain water pipes, shelves, jalis, chulas, pegs, hooks for fans etc.)	
XII. SANITARY INSTALLATIONS						
(Closets, connections, pipes manholes, drains etc.)	
XIII. WATER SUPPLY						
(Taps, water meters, Water tanks, G.I. Pipe etc.)	
XIV. ELECTRICITY						
(Electric points, meters, connections, lines, etc.)	
Total Cost	

Signature of the applicant.....

Date

Note : The abstract is to be typed on a separate sheet (indicating the actual detailed items of works, rates, etc., proposed to be adopted and attached to the application at the appropriate stage).

FORM NO. 2

Detailed estimates for an advance to an employee of the Board for the building of a house.

(Detailed estimate sheet to support the quantities given in Form 1)

Name

Designation

Office to which attached.....

Locality and address in which the house is proposed to be built

.....

Sl. No.	Details of work	No.	Measurements			Quantity
			Length	Breadth	Height	
1	2	3	4	5	6	7
I. EARTH WORK						
1.	Earthwork in excavation in all soils for foundation and other trenches and depositing the same within 50 meters lead and upto 1.5 meters lift					
	Front wall	1	19½	1½	2	59
	Rear Verandah retaining wall	1	19½	1½	1½	44
	Outside wall	1	20½	1½	2	62
	Common walls between rooms	1½	12½	1½	2	56
	W.C. front and rear	2	3½	1	1½	11
	Do. side	1½	4½	1	1½	11
	Steps in front and rear	2	4½	1½	1½	7
	Total earth work	..	..	..	..	250
	Refilling the excavated earth etc.	..	..	..	..	..
	Continued details for all items as given in sample Form No. 1	..	..	..	..	..

Signature of the applicant.....

Dated

Note : The entries made in Cols. 3—7 against Item 1 above are just to explain how the entire form is to be prepared; it should be typed on a separate sheet and attached to the application at the appropriate stage.

FORM NO. 3

Form of Mortgage Deed to be executed when the property is free hold

(See regulation 7)

This indenture made this.....day of.....one thousand nine hundred and.....between.....son of.....at present employed as.....of the Board/office of.....(hereinafter called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject of context include his/her heirs, executors, administrators and assigns) of the ONE PART and the Board of Trustees of the New Tuticorin Port Trust (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART :

Whereas the mortgagor is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and/or house hereditaments and premises hereinafter described in the schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured.....and expressed to be hereby conveyed, transferred and assured (hereafter referred to as "the said mortgaged property").

And whereas the Mortgagor applied to the mortgagee for an advance of Rs.....(Rupees.....only) for the purpose of enabling the Mortgagor.

*(1) to purchase land and to construct a house thereon (to enlarge living accommodation in the existing house on the said hereditament).

*(2) to construct a house on the said hereditaments, or (to enlarge living accommodation in the house on the said hereditaments).

*(3) to purchase a ready built aforesaid house.

And whereas the Mortgagee agree to advance to the Mortgagor the said sum of Rs.....on certain terms and conditions.

And whereas one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the New Tuticorin Port Trust Employees (Grant of advances for building etc., of houses) regulation 78 hereinafter referred to as the "said regulation" which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

And whereas the mortgagee

*[has sanctioned to the mortgagor an advance of Rs.....(Rupees.....only) payable by such instalments and in the manner as hereinafter appearing].

*[has paid to the mortgagor an advance of Rs.....(Rupees.....only) on.....]and in the manner provided in the said regulation upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said regulations hereinafter mentioned secured in the manner hereinafter appearing.

And whereas the mortgagor is received from the Mortgagee the aforesaid advance in the following instalments :

*Rs.....already received on

*Rs.....on the execution of this indenture

*Rs.....on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

*Mention whatever is applicable.

**Rs.....when the construction of the house reaches plinth level.

**Rs.....when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.)

Now this Indenture Witnesseth as follows:—

(1) (a) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said regulations the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by***.....monthly instalments of Rs.....(Rupees.....only) from the pay of the Mortgagor commencing from the month of.....Nineteen hundred and or from the month following the completion of the house, whichever is earlier, and the mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in***.....monthly instalments in the manner and on the terms specified in the said regulations provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(i) (b) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE. To the mortgagor pursuant to the provisions contained in the said regulations the MORTGAGOR DOth hereby covenant with the mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the mortgagee the said advance of Rs.....(Rupees.....only) by.....monthly instalments of Rs.....from the pay of the Mortgagor commencing from the month of.....19.....from the month following the completion of the house whichever is earlier, till date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advance from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(i) (c) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said regulations the Mortgagor doth hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs.....(Rupees.....only) by monthly instalments of Rs.....(Rupees.....only) from the pay of the Mortgagor commence-

**Note : The language shall be modified if the mode of payment of advance is different from what is prescribed in Rule 5.

***This shall not be more than 180

****This shall not be more than 60

ing from the month of.....nineteen hundred and.....or from the month following completion of the house, whichever is earlier, and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in monthly instalments of Rs..... each till the date of his superannuation and balance of interest then remaining outstanding on his superannuation on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balance remaining up unpaid at the date of his death shall be entitled to enforce this security of the Mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note : Delete Clause 1(a), i(b) or 1(c) whichever is inapplicable.

(ii) If the Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before payment of the advance in full, or if the Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said regulations and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon at*.....per cent per annum calculated from the date of the payment by the Mortgagee of.... first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the rules of service applicable to the Mortgagor.

(iii) In further pursuance of the said regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor doth hereby grant, convey, transfer, assign, and assure unto the Mortgagee all and singular the said Mortgaged property fully described in the schedule hereunder written together with buildings erected or to be erected by Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging to hold the said Mortgaged property with their appurtenances including all erections and building erected and built or to be erected and built hereinafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely for ever free from all encumbrances. Subject nevertheless to the proviso for redemption hereinafter contained PROVIDED always and it is hereby agreed and declared by and between the parties hereto that if the Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the said Rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagor reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) And it is hereby expressly agreed and declared that if there shall be any breach by the Mortgagor of the covenants on his/her part herein contained or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof become payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the Mortgagee without intervention of the Court, to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contact with power to

buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it hereby declared that the receipts of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually in charge the purchaser or purchasers therefrom and it is hereby declared that the Mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon trust in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) The Mortgagor hereby covenants with the Mortgagee as follows :—

(a) That the Mortgagor now hath in himself herself good right and lawful authority to grant, convey, transfer, assign and assure the Mortgaged property unto and to the use of the Mortgagee in manner aforesaid.

(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out to sanctioned advance has actually been used on the construction of the house. He/she shall allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, He/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at.....* per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

(c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of **. unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said regulations in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

Note : Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built houses or for repayment of loans taken by an applicant for the construction on purchase of a house.

(d) That the Mortgagor shall immediately insure the house at his own cost, with the Life Insurance Corporation of India or with any of the nationalised General Insurance Company for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lighting as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit, the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of Mortgagor to effect the insurance against fire, flood and lighting. It shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of the Mortgagor and add the amount of the premium to the outstanding amount of the advance and the Mortgagor shall thereupon be liable to pay interest thereon as if the amount of premium had been advanced to him as part of the aforesaid advance at.....till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor shall give a letter to the

*Normal rate of interest to be charged under the said Rules.

**Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

Mortgagee is often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything contained herein the mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

*Normal rate of interest to be charged under the rules.

**Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

SCHEDULE ABOVE REFERRED TO

In witness whereof the Mortgagor has hereunto set his hand and Shri.....in the office offor and on behalf of the Board of Trustee of the Tuticorin Port Trust has hereunto set his hand.

Signed by the said (Mortgagor)

In the presence of

1st Witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :

Signed by Shriin the Office offor and on behalf and by under the direction of the Board of Trustee of the Tuticorin Port Trust.

In the presence of

1st Witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :

Note:—Before paying stamp duty on this document the applicants are advised to contact the State Government for ascertaining whether exemption from payment of stamp duty is available.

FORM NO. 3A

Form of Mortgage Deed to be executed when the property is free hold and is held in the joint names of husband and wife.

(See regulation 7)

This Indenture made this.....day of.....one thousand nine hundred and.....between.....son/daughter of.....on.....at present employed as.....in the office of.....at.....and.....his/her wife/husband (hereinafter jointly referred to as "The Mortgagors"), which expression shall unless excluded by or repugnant to the subject or context, include their respective heirs, executors, administrators and assigns) of the One part and the Board of Trustees of Tuticorin Port (Hereinafter called "The Mortgagee" which expression shall

unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the Other Part :

Whereas the Mortgagors are the sole and absolute and sole beneficial owners and are seized and possessed of or otherwise well and sufficiently entitled to the land and/or house hereditaments and premises hereinafter described in the schedule hereunder written and for greater clearness delineated on the plan annexed hereto and therein shown with the boundaries thereof coloured.....and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgaged property").

And whereas.....one of the Mortgagors hereby referred to as applicant Mortgagor applied to the Mortgagee for an advance of Rs.....(Rupees.....only) for the purpose of enabling the Said Applicant Mortgagor.

* (1) to purchase land and to construct a house thereon or (to enlarge living accommodation in the existing house on the said hereditaments).

* (2) to construct a house on the said hereditaments or (to enlarge living accommodation in the house on the said hereditaments).

* (3) to purchase a ready built aforesaid house/flat.

And whereas the Mortgagee agreed to advance to the Principal Mortgagor the said sum of Rs.....on certain terms and conditions.

And whereas one of the conditions for the aforesaid advance is that the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Tuticorin Port Trust Employees (Grant of advances for building etc. of houses) regulations 79 (hereafter referred to as the "Said Regulations which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) by mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE

* (has sanctioned to the Applicant Mortgagor an advanceof Rs..... (Rupees..... only) on.....and in the manner provided in the said regulations having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said regulations as hereinafter mentioned secured in the manner hereinafter appearing :

And whereas the applicant Mortgagor is to receive from the Mortgagee the aforesaid advance in the following instalments :

*Rs.....already received on.....

*Rs.....on the execution of this indenture by the Mortgagors in favour of the Mortgagee.

**Rs.....when the construction of the house reaches plinth level.

*** (Rs.....when the construction of the house reaches roof level.

Provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage).

Now this Indenture Witnesseth as follows :

(i)(a) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Applicant Mortgagor pursuant to the provisions contained in the said regulations the Mortgagors do hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs.....(Rupees..... only) by ***.....monthly instalments of Rs.....
†Mention whatever is applicable.

*Mention whichever is applicable.

**Note: The language will be modified if the mode of repayment is different from what is prescribed in Rule 5.

***This will not be more than 180.

***This will not be more than 60.

(Rupees.....only) from the pay of the Applicant commencing from the month of.....Nineteen hundred and.....or from the month following the completion of the house, whichever is earlier, and the Applicant hereby authorises the Mortgagee to make deductions from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Applicant Mortgagor shall after paying the full amount of the advance also pay interest due thereon in*****monthly instalments in the manner and on the terms specified in the said regulations provided that the Applicant Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs and recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Applicant Mortgagor to repay the amount in a shorter period.

(i)(b) In pursuance of the said regulation and in consideration of the said advance sanctioned/paid by the Mortgagee to the Applicant Mortgagor pursuant to the provisions contained in the said regulations the Applicant Mortgagor Doth hereby covenant with the Mortgagee that the Applicant Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs.....from the pay of the Applicant Mortgagor commencing from the month of.....19....or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advance from the date of the advance to the date repayment from his gratuity/death-cum-retirement gratuity and the applicant Mortgagor hereby authorise the Mortgagee to make deduction from his monthly pay/leave salary/subsistence of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinafter mentioned, failing which the Mortgagee shall be entitled to enforce this security of the mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as be permissible under the law. It will, however, be open to the Applicant Mortgagor to repay the amount in a shorter period.

(i)(c) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Regulations the Mortgagor Doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by.....monthly instalments of Rs.....(Rupees.....only) from the pay of the Mortgagor commencing from the month of.....nineteen hundred and.....or from the month following the completion of the house, whichever is earlier and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in monthly instalments of Rs.....each till the date of his superannuation and balance of interest then remaining outstanding on his superannuation on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balance remaining unpaid at the date of his death shall be entitled to enforce this security of the Mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note : Delete Clause-(a), i(b) or 1(c) whichever is inapplicable.

†This will not be more than 60.

*Normal rate of interest to be charged under the rules.

(ii) If the Applicant Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the Applicant Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before repayment of the advance in full, or if the Applicant Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon at *.....per cent per annum calculated from the date of payment by the Mortgagee or the first instalment of said advance. Notwithstanding anything contained herein, if the Principal Mortgagor utilises the advance for a purpose other than that from which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Applicant Mortgagor as may be appropriate under the Rules of service applicable to the Principal Mortgagor.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagors do hereby grant, convey, transfer, assign and assure unto the Mortgagee All and Singular. The said Mortgaged property fully described in the schedule hereunder written together with buildings erected or to be erected by the Mortgagors on the said Mortgaged property or materials for the time being thereon with all rights easements and appurtenances to the said Mortgaged property or any of them belonging To Hold the said Mortgaged Property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the mortgagee absolutely for ever free from all encumbrances. Subject Nevertheless to the Proviso for redemption hereinafter contained namely that if the Mortgagors shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagors to Mortgagee under the terms and conditions of the said Rules, then the Mortgagee will at any time thereafter upon the request and at the cost of Mortgagors recovery, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagors as or they may direct.

(iv) And it is hereby expressly agreed and declared that if there shall be breach by the Mortgagors of the covenants in their part therein contained or if the Applicant Mortgagor shall become insolvent or shall cease to be in service for any reasons other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful, for the Mortgagee without intervention of the Court to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescinded any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that the receipt of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and it is hereby declared that the Mortgagee shall hold the money to arise from any sale in pursuance of the aforesaid power upon Trust in the first place thereof to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagees.

(v) The Mortgagors hereby covenant with the Mortgagee as follows :—

(a) That the Mortgagors now have in themselves good right and lawful authority to grant, convey, transfer, assign and assure the Mortgaged property unto and to the use of the Mortgagee in manner aforesaid.

(b) That the Applicant Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance

with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Applicant Mortgagor shall certify when applying, for instalments of advance admissible at the plinth/roof level, that the constructions is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Applicant Mortgagor, he/she will be liable to pay to Mortgagee forthwith the entire advance received by him/her together with interest thereon at per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Applicant Mortgagor.

- (c) That the Applicant Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of*..... unless an extension of time is allowed in writing by the Mortgagee. In case of default, the Principal Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said regulations, in one lump sum. The Applicant Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

Note.—Clauses (b) and (c) are not applicable when the advance is for the purpose of ready-built houses/flats or for repayment of loans taken by an applicant for the construction or purchase of a house/flat.

- (d) That the Mortgagors shall immediately insure the house at their own cost, with the Life Insurance Corporation of India, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said rules till the advance is fully repaid to the Mortgagee and deposit, the policy of insurance with the Mortgagee. The Mortgagors shall pay regularly the premium in respect of the said insurance from time to time and will then required to produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the Mortgagors to effect the insurance against the flood and lightning, it shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of Mortgagors and add the amount of the premium to the outstanding amount of the advance and the Applicant Mortgagor shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of aforesaid advance at till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagors shall give a letter to the Mortgagee as often as required, addressed to the Insurer with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the Insurance Policy secured.

- (e) That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificate to the above effect.

- (f) The Mortgagors shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until advance had been repaid in full.
- (g) The Applicant Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.
- (h) That the Mortgagors shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.
- (i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death preceding retirement of the Applicant Mortgagor from the whole or any specified part of the gratuity/death-cum-retirement gratuity that may be sanctioned to him.

SCHEDULE ABOVE REFERRED TO†

In witness whereof the Mortgagors have herenuto set their hands

Signed by the Mortgagors.....

In the presence of

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

For witness thereof Shri.....in the Office of.....
for and on behalf of and by order and direction of the
Board has signed this present.

Signed by Shri

In the presence of

1st Witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :

NOTE : Before paying stamp duty on this document the applicants are advised to contact the State Government for ascertaining whether exemption from payment of stamp duty is available.

Signed by Shri.....in the Ministry/Office of.....
for and on behalf and by order and direction of President of India.

In the presence of

1st Witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :

NOTE : Before paying stamp duty on this document the applicants are advised to contact the respective State Governments/Administrations for ascertaining whether exemption from payment of stamp duty is available.

*Here mention the date on which the first instalment of the advance is paid to the Principal Mortgagor.

†To be filed in by the Mortgagors.

FORM NO. 4

Form of Mortgage Deed to be executed when the property is Lease hold

(See regulations 7)

This indenture made this.....day of.....one thousand nine hundred and.....between.....son of.....on.....at present employed as.....in the Ministry/Office of.....at.....(hereinafter called "The Mortgagor" which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the One Part and the Board of Trustees of New Tuticorin Port (hereinafter called "The Mortgagee" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part.

Whereas by a lease dated.....and made between.....the Lessor demised to the Mortgagor the property situated at.....and more particularly described in the schedule hereunder written for a term of.....years commencing from.....at the yearly/monthly rent of Rs.....and subject to the performance and observance of the covenants and conditions therein mentioned.

And whereas the Mortgagor applied to the Mortgagee for and advance of Rs.....(Rupees.....only) for the purpose of enabling the Mortgagor.

*(1) to purchase land and *to construct a house therein or *(to enlarge living accommodation in the existing house on the said hereditaments).

*(2) to construct a house on the said hereditaments, or *(to enlarge living accommodation in the house on the said hereditaments).

*(3) to purchase a ready built aforesaid house.

And whereas the Mortgagee agreed to advance to be mortgagor the said sum of Rs.....on certain terms and conditions.

And whereas one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Tuticorin Port Trust Employees (Grant of Advances etc. for building houses) Regulation 1979 (hereinafter referred to as the "said Regulations which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

And whereas the Mortgagee

*(1) has sanctioned to Mortgagor an advance of Rs.....(Rupees.....only) payable by such instalments and in the manner as hereinafter appearing).

*(2) has paid to the Mortgagor an advance of Rs.....(Rupees.....only) on.....and in the manner provided in the said Regulations upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said regulations and hereinafter mentioned secured in the manner hereinafter appearing.

And whereas the Mortgagor is to receive from the Mortgagee the aforesaid advance in the following instalments:—

(**Rs.....already received on.....

*Rs.....on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

**Rs.....when the construction of the house reached plinth level.

**Rs.....when the construction of the houses reaches roof level, provided the Mortgagee is satisfied that

*Mention whatever is applicable.

**Note: The language will be modified if the mode of payment of advance is different from what is prescribed in Regulation 5.

the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.)

And whereas the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the powers herein contained, or otherwise he will be paid first, after the cost of such sale his share of the unearned increase as provided in the said lease.

Now this indenture witnesseth as follows:—

(i)(a) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said regulations the Mortgagor Doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by***.....from the pay of the Mortgagor commencing from the month of.....Nineteen hundred and.....or from the month following completion of the house, whichever is earlier and the Mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary/subsistence allowance of the amount as such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in ****.....monthly instalments in the manner and on the terms specified in the said regulations. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(i) (b) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to provisions contained in the said Regulations the Mortgagor Doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by.....monthly instalments of Rs.....from the pay of the Mortgagor commencing from the month of.....19.....month following completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death-retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note: (Delete clause (i) (a) or (i) (b) whichever is inapplicable.

(i) (c) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the Mortgagee that the Mortgagor shall always duly observe and prefer all the terms and conditions of the said

***This will not be more than 180.

****This will not be more than 60.

regulations and shall repay to the Mortgagee the said advance of Rs. (Rupees. only) by monthly instalments of Rs. (Rupees. only) from the pay of the Mortgagor commencing from the month of nineteen hundred and or from the month following the completion of the house, whichever is earlier, and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments and the Mortgagee shall after paying the full amount of the advance also pay interest due thereon in monthly instalments of Rs. each till the date of his superannuation and balance of interest then remaining outstanding on his superannuation on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balance remaining up unpaid at the date of his death shall be entitled to enforce this security of the Mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note : Delete Clause i(a), i(b) and i(c) whichever is inapplicable.

(ii) If the Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said regulations and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereof at per cent, per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the Rules of service applicable to the Mortgagor.

(iii) In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor doth hereby grant, convey, transfer or assure unto the Mortgagee, All and Singular the said property comprised in the said Lease, dated and more particularly described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said property hereinafter referred to as the Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging subject of covenants by the lessee and to the conditions therein contained to hold the same unto the Mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained provided always and it is hereby agreed and declared by and between the parties hereto that if the Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the said regulations then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagor reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) And it is hereby expressly agreed and declared that if there shall be any breach by the Mortgagor of the covenants of his/her part herein contained or if the Mortgagor shall become insolvent or shall cease to be in service for any

*Normal rate of interest to be charged under the said rules.

reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the Mortgagee to sell without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that the receipt of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and it is hereby declared that the Mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon trust in the first place thereout to pay all the expenses incurred on such sale (and in the next place to pay to the lessor of the Mortgaged property 50 per cent of unearned increase pursuant to clause of the said lease) and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) The Mortgagor hereby covenants with the Mortgagee as follows :—

(a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the Mortgaged property unto and to the use of the Mortgagee in manner aforesaid.

** (b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify, the correctness of the aforesaid certificate. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

** (c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of *** unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said regulations in one lump sum. The Mortgagor shall report on the Mortgaged the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the Mortgagor shall immediately insure the house at his own cost with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In

**Note—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.
***Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

the event of failure on the part of the Mortgagor to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the Mortgagee to ensure the said house at the cost of Mortgagor and add the amount of the premium to the outstanding amount of the advance and the Mortgagor shall therefor be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance of.....till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor shall give a letter to the Mortgagee as often as required addressed to the Insurer with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the said lease, dated.....is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner herein before stated.

(i) That the Mortgagor shall so long as may money shall remain owing on security of the said Mortgaged property hereinafter expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of Lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(k) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with the interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO*

In witness whereof the Mortgagor has hereunto set his hand and Shri.....in the office of.....for and on behalf of the Board has hereunto set his hand.

Signed by the said Mortgagor.....

In the presence of

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri.....in the Ministry/Office of.....for and on behalf and by order and direction of President of India

*To be filled in by the Mortgagor.

In the presence of

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Note : Before paying stamp duty on this document the applicants are advised to contact the State Government ascertaining whether exemption from payment of stamp duty is available.

FORM NO. 4-A

Form of Mortgage Deed to be executed when the property is lease hold and is held in joint names of husband and wife

This indenture made this.....day of.....one thousand nine hundred and.....between.....son of.....of.....at present employed as.....in the Office of.....at.....and.....his/her wife/husband (hereinafter jointly referred to as "The Mortgagors" which expression shall unless excluded by or repugnant to the subject or context include their respective heirs, executors, administrators and assigns) of the one part and the Board of Trustees of the Port of Tuticorin (hereinafter called "The Mortgagee which expression shall unless excluded by or repugnant to the subject or context include his successors in an office and assigns) of the other part.

Whereas by a lease dated.....and made between.....the Lessor demised to the Mortgagors the property situated at.....and more particularly described in the Schedule hereunder written for a term of.....years commencing from.....at the yearly/monthly rent of Rs.and subject to the performance and observance of the covenants and conditions therein mentioned.

And whereas one of the Mortgagors.....(hereafter referred to as the Applicant Mortgagor) applied to the Mortgagee for an advance of Rs.....(Rupees.....only) for the purpose of enabling the said applicant Mortgagor.

†(1) to purchase land and to construct a house thereon or †(to enlarge living accommodation in the existing house on the said hereditaments).

†(2) to construct a house on the said hereditaments of (to enlarge living accommodation in the house on the said hereditaments).

†(3) to purchase a ready built aforesaid house/flat.

And whereas the Mortgagee agreed to advance to the Applicant Mortgagor the said sum of Rs.....on certain terms and conditions.

And whereas one of the conditions for the aforesaid advance is that the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Tuticorin Port Trust Employees (Grant of Advances for building etc. of Houses) Regulations 79 (hereinafter referred to as the "said Regulations" which expression shall where the context to admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written :

And whereas the Mortgagee

†(1) has sanctioned to the Applicant Mortgagor an advance of Rs..... (Rupees.....only) payable by such instalments and in the manner as hereinafter appearing.

†(2) has paid to the Applicant Mortgagor an advance of Rs..... (Rupees.....only) on..... and in the manner provided in the said regulations upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said regulations and hereinafter mentioned secured in the manner herein-after appearing.

And whereas the Applicant Mortgagor is to receive from the Mortgagee the aforesaid advance in the following instalments :

†Mention whatever is applicable.

(**Rs.....already received on.....*Rs.....on the execution of this indenture by the Mortgagors in favour of the Mortgagee.

*Rs.....when the construction of the house reaches plinth level

**Rs.....when the construction of the house reaches roof, level, provided that Mortgagee is satisfied that the development of the area in which the house is built is complete in respect amenities such as water supply, street, lighting, roads, drainage and sewerage).

*** (And whereas the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the powers herein contained, or otherwise he will be paid first, after the cost of such sale, his share of the unearned increase as provided in the said lease.)

Now this indenture witnesseth as follows :—

(i) (a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Applicant Mortgagor pursuant to the provisions contained in the said Regulations the Mortgagors do hereby covenant with the Mortgagee that the Mortgagors shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by.....monthly instalments of Rs.....(Rupees.....only) from the pay of the Applicant Mortgagor hereby authorises the Mortgagee to make deduction from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Applicant Mortgagor shall after paying the full amount of the advance also pay interest due thereon inmonthly instalments in the manner and on the terms specified in the said Rules. Provided that the Applicant Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Applicant Mortgagor to repay the amount in a shorter period.

(i) (b) In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Applicant Mortgagor pursuant to the provisions contained in the said Regulations the Mortgagors do hereby covenant with the Mortgagee that the Mortgagors shall always duly observe to perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs.....(Rupees.....only) by.....monthly instalments of Rs.....from the pay of the Applicant Mortgagor commencing from the month of19..... or from the month following the completion of the House whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his/her gratuity/death-cum-retirement gratuity and the Applicant Mortgagor hereby authorises the Mortgagee to make deductions from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and from his/her gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his/her death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Applicant Mortgagor to repay the amount in a shorter period.

*Mention whatever is applicable.

**Note.—The language will be modified if the mode of payment of advance is different from what is prescribed in Rule 5.

***Note.—This applied to Nazul lands. Normally to be inserted wherever applicable.

†This will not be more than 180.

‡This will not be more than 60.

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(i) (c) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said regulations the Mortgagor both hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the said advance of Rs..... (Rupees.....only) by.....monthly instalments of Rs.....(Rs.....) from the month pay of the Mortgagor commencing from the month ofnineteen hundred and.....or from the month following the completion of the house, whichever is earlier, and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon, in.....monthly instalments of Rs.....each till the date of his superannuation and balance of interest then remaining outstanding on his superannuation on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balance remaining up unpaid at the date of his death shall be entitled to enforce this security of the Mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note.—Delete Clause i(a), i(b) or i(c) whichever is inapplicable.

(ii) If the Applicant Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the Applicant Mortgagor shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the Mortgagors shall fail to observe or perform any of the terms, conditions and stipulations specified in the said regulations, and on their part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagors with interest thereof at.....per cent, per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance.

Notwithstanding anything contained therein, if the Applicant Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Applicant Mortgagor as may be appropriate under the Rules of service applicable to the Applicant Mortgagor.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagors do hereby grant, convey, transfer or assure unto the Mortgagee all and Singular the said property comprised in the said Lease, dated.....and more particularly described in the schedule hereunder written together with buildings erected or to be erected by the Mortgagors on the said property hereinafter referred to as the Mortgaged property or materials for the time being thereon with all rights, easements, and appurtenances to the said Mortgaged property or any of them belonging subject to covenants by the lessee and to the conditions therein contained to hold the same unto the Mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless to the provision for redemption herein-after contained namely that if the Mortgagors shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagors to the Mortgagee under the terms and conditions of the said regulations then the Mortgagee will at any time thereafter upon the request and the cost of the Mortgagors reconvey, retransfer and reassess the said Mortgaged property unto and to the use of the Mortgagors or as he may direct.

(iv) And it is hereby expressly agreed and declared that if there shall be any breach by the Applicant Mortgagor of the covenants on his/her part herein contained or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the Mortgagee to sell without the intervention of the Court, the said Mortgage property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or resell any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that receipt of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and it is hereby declared that the Mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon trust in the first place thereout to pay all the expenses incurred on such sale and in the next place to pay to.....the lessor or the Mortgaged property.....50 per cent, of the unearned increase pursuant to clause.....of the said lease and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagees.

Note.—Delete clause (i) (a) or (i) (b) whichever is inapplicable.

(v) The Mortgagors hereby covenant with the Mortgagee as follows :—

(a) That the Mortgagors now have in themselves good right and lawful authority, to grant convey, transfer, assign and assure the Mortgaged property unto and to use of the Mortgagee in manner aforesaid.

*(b) That the Applicant Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless departure, therefrom is permitted by the Mortgagee. The Applicant Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and the estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the House. He/she will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with the interest thereon at...*per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

(c) That the Applicant Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within in eighteen months*, unless an extension of time is allowed in writing by the Mortgagee. In case of default the Applicant Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations in one lump sum. The Applicant Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the Mortgagors shall immediately insure the house at their own cost, with the Life Insurance Corporation

*Mention whatever is applicable.

**Note.—Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

***Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagors shall pay regularly the premium in respect of the said Insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the Mortgagors to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of the Mortgagors and add the amount of the premium to the outstanding amount of the advance and the applicant Mortgagors shall thereupon be liable to pay interest thereon as if the amount of the premium had been advance to him/her as part of aforesaid advance at.....till the amount is repaid to the Mortgagee or is recovered as it were an amount covered by the security of these presents. The Mortgagors, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance Policy secured.

(e) That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other Local rates, taxes and all other outgoing in respect of the Mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagors shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Applicant Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the said Lease, dated.....is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.

(i) That the Mortgagors will so long as any money shall remain owing on security of the said Mortgaged property hereinbefore expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of Lease referred to in the schedule hereunder written and keep the Mortgagee indemnified against all actions, suits proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagors shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(k) Notwithstanding anything contained herein the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death preceding retirement of the Applicant Mortgagor from the whole or any specified part of the gratuity that may be sanctioned to him.

SCHEDULE ABOVE REFERRED TO*

In witness whereof the Mortgagors has hereunto set their hands.

Signed by the Mortgagors
In the presence of
1st Witness
Address
Occupation
Address
2nd Witness
Occupation
Address

In witness whereof Shri in the office
of for and on behalf of the Board of
Trustees of Tuticorin Port.

Signed by Shri
In the presence of
1st Witness
Address
Occupation
2nd Witness
Address
Occupation

Note : Before paying stamp duty on the document the applicants are advised to contact the State Government/for ascertaining whether exemption from payment of stamp duty is available.

FORM NO. 4—B

Form of Mortgage Deed to be executed when the property is
Lease Hold.....

(See regulation 7)

This indenture made this day of
One thousand nine hundred and between
. son of of at
present employed as in the office of
at (hereinafter called "THE MORT-
GAGOR" which expression shall unless excluded by or
repugnant to the subject or context include his/her heirs,
executors, administrators and assigns) of the ONE PART and
the Board of Trustees of the Tuticorin Port (hereinafter
called "THE MORTGAGEE" which expression shall un-
less excluded by or repugnant to the subject or context in-
clude his successors in office and assigns) of the OTHER
PART.

Whereas the Borrower had under the provision of the
Tuticorin Port Trust Employees (Grant of advances for
building etc. of houses) Regulation, 1979 (hereinafter
referred to as the "said regulations" which expression shall,
where the context so admits : include any amendment
thereof or addition for the time being in force) applied to
New Port Trust for an advance of Rupees
to purchase a ready built house as aforesaid and sanction-
ed an advance of Rupees to the Bor-
rower, vide the office letter No. dated
a copy of which is annexed to these present for the pur-
pose aforesaid on the terms and conditions set forth thereon.
thereon.

And whereas on at the time of the drawal
of the said loan an agreement was executed by and be-
tween the Mortgagor and the Mortgagee whereby the Mortga-
gor inter alia undertook to execute a document mortgaging
the said flat to the Mortgagee as security for the amount
advanced to Mortgagor as also for the interest payable for
the said amount in the form provided by the said rules.

And whereas on the at the time of the drawal
day of executed by and between the
of the one part and the mortgagor of the other part for
consideration in the said indenture mentioned
sold, transferred and assigned the properties more particu-
larly mentioned in the schedule to the said documents as
also the schedule hereunder to the Mortgagor on terms
and conditions in the said indenture mentioned.

And whereas the consideration for the said transfer was
paid by the Mortgagor out of the Government loan of
Rs. advanced to him.

Now this indenture witnesseth as follows :—

(i) (a) In pursuance of the said regulations and in con-
sideration of the said advance sanctioned/paid by the
Mortgagee to the Mortgagor pursuant to the provisions
contained in the said Regulations and Mortgagee Doth
hereby covenant with the Mortgagor that the Mortgagor
shall always duly observe and perform all the terms and
conditions of the said regulations and shall repay to the
Mortgagee the said advance of Rs. (Rupees
only) by monthly instalments of Rs.
(Rupees from the pay of the Mortgagor
commencing from the month of Nineteen
hundred and i.e. from the pay of the month
following that in which the advance is drawn and the
Mortgagor hereby authorises the Mortgagee to make deduc-
tion from his monthly pay/leave salary subsistence allow-
ance of the amount of such instalments and the Mort-
gagor shall after paying the full amount of the advances
also pay interest due thereon in monthly in-
stalments in the manner and on the terms specified in the
said regulations. Provided that the Mortgagor shall repay
the entire advance with interest in full before the date on
which he/she is due to retire from service, failing which
the Mortgagee shall be entitled to enforce this security
of the Mortgagee at any thereafter and recover the
balance of the advance then due together with interest and
costs of recovery by sale of the mortgaged property or
in such other manner as may be permissible under the law.
It will, however, be open to the Mortgagor to repay the
amount in a shorter period.

(i) (b) In pursuance of the said rules and in consideration
of the said advance sanctioned/paid by the Mortgagee to
the Mortgagor pursuant to provisions contained in the said
Regulations the Mortgagor Doth hereby covenant with the
Mortgagee that the Mortgagor shall always duly observe
and perform all the terms and conditions of the said Regu-
lations and shall repay to the Mortgagee the said advance of
Rs. (Rupees only) by monthly
instalments of Rs. from the pay of the Mortgagor
commencing from the month of 19 or from
the pay of the month following that in which the advance
is drawn, till the date of his superannuation and the balance
then remaining outstanding on his superannuation together
with the interest on the amount advanced from the date of
the advance to the date of repayment from his gratuity/
death-cum-retirement gratuity and the Mortgagor hereby
authorises the Mortgagee to make deductions from his mon-
thly pay/leave salary subsistence allowance of the amount
of such instalments and from his gratuity/death-cum-retire-
ment gratuity of such of the balances remaining unpaid at
the date of his death/retirement/superannuation as herein
before mentioned, failing, which the Mortgagee shall be en-
titled to enforce this security of the Mortgagee at any time
thereafter and recover the balance of the advance then due
together with interest and cost of recovery by sale of the
Mortgaged property or in such other manner as may be per-
missible under the law. It will, however, be open to the
Mortgagor to repay the amount in a shorter period.

(i) (c) In pursuance of the said regulations and in con-
sideration of the said advance sanctioned/paid by the Mort-
gagee to the Mortgagor pursuant to the provisions contained
in the said regulations the Mortgagor Doth hereby cove-
nant with the Mortgagee that the Mortgagor shall always
duly observe and perform all the terms and conditions of
the said regulations and shall repay to the Mortgagee the said
advance of Rs. (Rupees only) by
monthly instalments of Rs. (Rupees
only) from the pay of the Mortgagor commencing from the
month of nineteen hundred and or
from the month following the completion of the house,
whichever is earlier, and the Mortgagor hereby authorises
the Mortgagee to make deductions from his monthly pay/
leave salary of the amount of such instalments and the Mort-
gagor shall after paying the full amount of the advance also
pay interest due thereon in monthly instalments of
Rs. each till the date of his superannuation and
balance of interest then remaining outstanding on his super-
annuation on the amount advanced from the date of the ad-
vance to the date of repayment from his gratuity/death-cum-
retirement gratuity and the Mortgagor hereby authorises the
Mortgagee to make deduction from his monthly pay/leave
salary of the amount of instalments and from his gratuity/

death-cum-retirement gratuity of such of the balance remaining up unpaid at the date of his death shall be entitled of enforce this security of the Mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery by sale of the Mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

Note : Delete Clause 1(a), (b) or (c) whichever is in applicable.

(ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said regulations and on his/her part to be observed and performed then and if any such case the whole of the Principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith; to the MORTGAGEE with interest thereof at... per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action, against the Mortgagor as may be appropriate under the Rules of service applicable to the Mortgagor.

(iii) In further pursuance of the said regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these parents the Mortgagor Doth hereby grant, convey, transfer or assure upto the Mortgagee. **ALL AND SINGULAR** the said property comprised in the said conveyance dated... and more particularly described in the schedule hereunder retain together with buildings to be erected by the Mortgagor on the said property, if any (hereinafter referred to as the Mortgaged property or materials for the time being therein with all rights, easements and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the purchaser and to the conditions therein contained to **HOLD** the same into the Mortgagee absolutely but subject to the terms and covenants of the said Conveyance and subject nevertheless to the provisions for redemption hereinafter contained **PROVIDED ALWAYS** AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to MORTGAGEE under the terms and conditions of the said Regulations then the Mortgagor shall at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) **AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED** that if there shall be any breach by the Mortgagor of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she died before all the dues payable to the MORTGAGEE under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE TO SELL without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit and **IT IS HEREBY declared** that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchaser therefrom **AND IT IS EREBY declared** that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power **UPON TRUST** in the first place thereout to pay all the expenses incurred on such sale

*(and in the next place to pay tothe Lessor of the Mortgaged property50 per cent of the unearned increase pursuant to clauseof the said lease) and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) **THE MORTGAGOR** hereby covenants with the **MORTGAGEE** as follows:—

(a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in a manner aforesaid.

*(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the MORTGAGEE. The MORTGAGOR shall satisfy; when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

*(c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of**..... unless an extension of time is allowed in writing by the Mortgagee, in case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d) That the MORTGAGOR shall immediately insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of the premium had been advance to him as part of aforesaid advance at till the amount is repaid to the Mortgagee or is recovered as if it were an

*Note—Clauses (b) is not applicable when the advance is for the purchase of ready built house.

*Note : Clauses (c) is not applicable when the advance is for the purchase of ready built house.

**Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

amount covered by the security of these presents.
 *The Mortgagor, shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the MORTGAGEE to notify to the Insurer the fact that the Mortgagee is interested in the Insurance Policy secured.

- (e) That the Mortgagor shall maintain the aforesaid house in good repaired at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoing in respect of the MORTGAGED property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.
- (f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repaired until the advance has been repaid in full.
- (g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.
- (h) That the said conveyance Deed, dated is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner hereinbefore stated.
- (i) That the MORTGAGOR WILL so long as any money shall remain owing on security of the said Mortgaged property, hereinbefore expressed to be hereby assigned and in any case for the period of the said arrangement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of Lease referred against all actions, suits proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent or the breach non-performance or non-observance of the said covenants and conditions or any of them.
- (j) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or other dispose of the Mortgaged property.
- (k) Notwithstanding anything contained therein the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death proceedings retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

IN WITNESS WHEREOF MORTGAGOR has hereunto set his hand and Shri.....in the office of.....for and on behalf of the Board of Trustees of Tuticorin Port.

Signed by the said Mortgagor.....

In the presence of

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri in the office of for and on behalf and direction of the Board Trustees of the Tuticorin Port.....

In the presence of

1st Witness

Address

Occupation

2nd Witness

Occupation

NOTE : Before paying stamp duty on this document the applicants are advised to contact the State Government for ascertaining whether exemption from payment of stamp duty is available.

SUPPLEMENTARY MORTGAGEE DEED

This indenture made this.....day of.....one thousand nine hundred and seventy.....between Shri.....son of Shri.....resident of.....now residing at.....and employed as.....In the *Office of the.....(hereinafter called the Mortgagor which expression shall unless excluded by or repugnant to the subject or context, include his heirs, executors, administrators legal representatives and assigns) of the one part and the Board Trustees of the Tuticorin Port (hereinafter called the 'the Mortgagee' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, is Supplemental to the Deed of Mortgage dated.....day of.....one thousand nine hundred and seventy.....executed by the said Shri.....in favour of the Board Trustees of Tuticorin Port (hereinafter referred to as "the said original Indenture of Mortgage").

Whereas ---

(i) The Mortgagor applied under Tuticorin Port Trust Employees (Grant of Advances for building etc. of houses Regulation, 1979) hereinafter referred to as the said regulations to the Mortgage for an advance of Rs.....(Rupees.....only) for the purpose of enabling the Mortgagor to *construct a house/enlarge living accommodation/*purchase a ready-built house.

(ii) The Mortgagee agreed to advance to the Mortgagor the said sum of Rs.....(Rupees.....only) hereinafter referred to as "the original loans" on and terms and conditions as detailed in the said "original indenture of Mortgage", and the Mortgagor agreed to repay to the Mortgagee the original loan in.....equal monthly instalments of Rs.....each commencing from the month of.....

(iii) In consideration of the original loan the Mortgage transferred, assigned and conveyed the properties mentioned in schedule to the said original Mortgage Deed and also in the schedule hereunder written to the Board Trustees of the Tuticorin Port by way of security for payment of the said sum together with interest.

(iv) The Mortgagor has already drawn* full original loan/.....instalments of Rs.....and Rs.....and Rs.....and Rs.....respectively out of the original loan.

(v) The Mortgagor has already repaid towards the original loan.....equal monthly instalments of Rs.....each amounting to Rs.....

(vi) In pursuance of the Board Trustees of the Tuticorin Port, the Mortgagor applied to the Mortgagee for an additional loan of Rs.....for the purpose of enabling the Mortgagor to complete the *construction/*enlargement/*purchase of the house on the premises described in the schedule hereunder written.

(vii) The Mortgagee is agreeable to advance to the Mortgagor the said additional sum of Rs.....hereinafter referred to as "the additional loan" on the terms and conditions hereinafter appearing.

*To be filed in by the Mortgagor.

*Delete if not applicable.

(viii) In pursuance of the Tuticorin Port in the Board Trustees of the Tuticorin Port the Mortgagor is desirous of repaying the Original loan and the Additional Loan in mere convenient instalments

Now this indenture witnesseth as follows—

(i) In pursuance of the said regulations and in consideration of the premises and the additional loan now sanctioned to the Mortgagor pursuant to the provisions contained in the said regulations the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said regulations and shall repay to the Mortgagee the sum of Rs. due under the said original Indenture of Mortgage (and the sum of Rs. and Additional Loan aggregating to Rs. *** in equal monthly instalments of Rs. each and shall after paying the said (aggregate) *** sum of also pay interest in equal monthly instalments in the manner and at the rate specified in the said regulations. The remaining amount, if any of the said (aggregate) *** sum of Rs. and/or interest accrued will be recovered from the amount of gratuity/death-cum-retirement gratuity due to the Mortgagor on the date of his superannuation/death/retirement. The recovery of the said (aggregate) *** sum of Rs. will commence from the pay of the Mortgagor from the month of ** 197 and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments.

(ii) The Mortgagor doth hereby declare that the property comprised in the said original mortgage deed and also described in the schedule hereunder written shall also be a security for and be charged with payment of the additional loan now sanctioned as if the additional loan had formed a part of the principal sum secured by the said original Mortgage Deed.

(iii) And it is hereby agreed and declared that all covenants, powers and provisions contained in the said original Indenture of Mortgage in regard to the principal money and the instalments payable under the said original Indenture of Mortgage shall apply to the (said additional loan and *** instalments payable under these Presents and except as valid hereby all the terms and conditions of the said original Indenture of Mortgage shall remain in full force and effect.

THE SCHEDULE ABOVE REFERRED TO

All that plot of land bearing No. having an area of square metres (.....) with all easements, appurtenances, rights of way passage situated at and bounded as below:—

North
South
East
West

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri. for and on behalf of the Board Trustees of the Tuticorin port.

Sd/-
Mortgagor

**In cases where repayment of the original loan has not commenced, this should be later than the 18th month of date of drawal of the first instalment in case of construction or enlargement and not later than the month following the date of drawal of the advance for purchase of a ready built house. In other cases, this should not be later than the month following the execution of supplementary deed.

Recital (v) to be deleted in case where no repayment of any part of the original loans has been made.

Recital (vi) and (vii) and clause (ii) to be deleted in case where no additional loan has been applied for.

Recital (viii) to be deleted in case no variation in the mode of repayment is intended.

***Delete in cases where no additional loan has been applied for.

In the presence of
1st Witness
Address
Occupation

2nd Witness
Address
Occupation

Signed by Shri. in the office of the for and on behalf of the Board Trustees of the Tuticorin Port.

In the presence of
1st Witness
Address
Occupation

2nd Witness
Address
Occupation

FORM 5

Form of Agreement to be executed at the time of drawing an advance by an employee of the Board for purchase of plot of land and building a house, enlargement of existing house and purchase of a ready-built house

(See Regulation 7)

An Agreement made this day of one thousand nine hundred and Between son of at present serving as (hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board Trustees of New Tuticorin Port (whereinafter called 'the Tuticorin Port' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part. WHEREAS the borrower desires to *Purchase land and construct a house thereon/enlarge living accommodation in his/her house at *Purchase already built house at described in the schedule hereto annexed and WHEREAS the Borrower has under the provision of the Tuticorin Port Trust Employees (Grant of Advances for building etc. houses) Regulation 1978 (hereinafter referred to as the 'said rules', which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Tuticorin Port Trust for an advance of Rs. to purchase the said land, construct a house thereon/enlarge living accommodation in his/her house/*purchase already built house as aforesaid and the Tuticorin Port Trust has sanctioned an advance of Rupees to the Borrower vide the office letter No. dated a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein, NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

(1) In consideration of the sum of Rupees (Insert amount of the first instalment) to be paid by the Tuticorin Port Trust after the execution of this agreement for the purchase of land and the sum of Rupees (insert balance amount to be paid) to be paid by the Tuticorin Port Trust to the Borrower as provided in the said rules, the Borrower hereby agrees with the Board of Trustees of Tuticorin Port:—

(a) to repay to the Board of Trustees of Tuticorin Port the said amount of Rupees (insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by (number to be filled in) monthly instalments of Rupees from his pay commencing from the month of nineteen hundred and or from the month of nineteen hundred and from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Tuticorin Port Trust to make such deduction from his monthly pay, leave salary and subsistence allowance bills.

* (b) (i) Within two months from the date of receipt of the amount of Rs. (insert amount of instalment to be paid) out of the said sanctioned advance or within such paid) out of the said sanctioned advance or within such may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Tuticorin Port Trust the sale deed in respect thereof failing which the borrower shall refund to the Tuticorin Port Trust the entire amount of the advance received by him together with interest thereon.

* (ii) Within three months from the date of the receipt of the aforesaid advance of Rs. (Rupees.) to expend the aforesaid amount in the purchase of the said ready built house and mortgage it to the Tuticorin Port Trust failing which the borrower shall refund forthwith to the Tuticorin Port Trust the entire amount of advance received by him together with interest thereon unless an extension of time is granted by the Board Trustees of New Tuticorin Port.

* (iii) to complete construction/enlargement of the said house within eighteen months of. strictly in accordance with the plan and specifications to be approved by the Board Trustees of the Tuticorin Port and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Board of Trustees of Tuticorin Port.

(2) If the actual amount paid by the borrower for *the purchase of land and building a house thereon/*enlarging the house/*the purchase of the ready built house is less than the amount received under these presents by the Borrower, to repay the difference to the Board of Trustees of the Tuticorin Port forthwith.

(3) To execute a document mortgaging the said house/land along with the house to be built thereon to the Board Trustees of Tuticorin as security for the amount advanced to the borrower under these presents as also for the interest payable for the said amount in the form provided by the said regulations.

(4) *If the land is not purchased and the sale deed thereof not produced for inspection of Board of Trustees of Tuticorin Port within two months of the date of drawal of the part of the advance for that purpose, or within such further time as the Board of Trustees of Tuticorin Port/Head of Department may allow in this behalf/*If the house is not purchased and mortgaged within three months of the drawal of the advance or within further time as the Board of Trustees of Tuticorin Port/Head of the Department may allow in this behalf/*if the borrower fails to complete the construction/enlargement of the said house as hereinbefore agreed, or if the borrower becomes insolvent or quits the service of the Board Trustees of Tuticorin Port or dies, the entire amount advanced together with interest accruing thereon shall immediately become due and payable to the Board of Trustees of the Tuticorin Port.

(5) The Government shall be entitled to recover the balance of the said advance with interest paid at the time of his retirement or death from the whole or any specified part of the gratuity that may be sanctioned to him.

(6) Without prejudice to any other right of the Board of Trustees of Tuticorin Port in that behalf, if any amount becomes refundable or payable by the borrower to the Board of Trustees of Tuticorin, the Tuticorin Port will be entitled to recover the same as arrears of land revenue.

(7) The stamp duty payable on these present shall be borne and paid by the Board of Trustees of Tuticorin Port.

SCHEDULE ABOVE REFERRED TO**

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri. in the office of for and on behalf of the Board of Trustees of New Tuticorin Port.

Signed by the said Borrower

(Signature of the Borrower)

In the presence of
1st witness
Address
Occupation

2nd Witness
Address
Occupation

Signed by Shri.
in the office of.

(For and on behalf of the
Board of Trustees of Tuticorin Port)

In the presence of
1st Witness
Address
Occupation

2nd Witness
Address
Occupation

FORM NO. 5(A)

Special form of Agreement to be executed by an employee of the Board for purchase of land and building a house, in a case in which the title to the land will pass to him after the house is built

(See Regulation 7)

AN AGREEMENT MADE THIS.....Day of.....ONE THOUSAND NINE HUNDRED AND.....BETWEEN serving as.....(hereinafter called 'the Borrower', which expression shall unless excluded by or repugnant to the subject or context includes his heirs, executors, administrators, and legal representatives) of the one part and the Board of Trustees of Tuticorin Port (hereinafter called 'the Board of Trustees of Tuticorin Port' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part.

WHEREAS the Borrower desire to purchase from..... (insert name of the Vendor) the land at..... described in the schedule hereto and to construct a house on the said land;

AND WHEREAS the conveyance of the said land will be executed by the said.....(insert name of the Vendor) in favour of the Borrower only when the house is constructed;

AND WHEREAS the Borrower has under the provision of the Tuticorin Port Trust Employees (Grant of Advances for building of houses) Regulation, 1979 (hereinafter referred to as the "said regulations, which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force") applied to the Board of Trustees of the Tuticorin Port for an advance of Rupees..... for the purchase of land and construction of a house thereon and the Trust of Tuticorin Port has sanctioned an advance of rupees.....(insert full amount sanctioned) to the Borrower vide the office letter No.....dated..... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein;

NOW IT IS HEREBY AGREED by and between the parties hereto as follows :-

(1) In consideration of the sum of Rupees..... (insert amount of the first instalment) to be paid by the Board of Trustees of Tuticorin Port, after the execution of this agreement for the purchase of land and the sum of Rupees.....(insert balance amount to be paid) to be paid by the Board of Trustees of New Tuticorin Port to the Borrower as provided in the said rules, the Borrower hereby agrees with the Board of Trustees of New Tuticorin Port —

(a) to repay to the Board of Trustees of Tuticorin Port the said amount of Rupees..... (full amount of loan) with interest calculated in accordance with the said rules for the time being in force by..... (number to be filled in) monthly instalments of rupees..... from his pay commencing from the month of..... nineteen hundred and..... or from the month following the completion of the house, whichever is earlier and the borrower hereby authorises the Board Trustees of Tuticorin Port to make such

deductions from his monthly pay, leave salary and subsistence allowance bills ;

- (b) To assign in favour of the Board of Trustees of New Tuticorin Port by way of security all his rights as the Purchaser of the said land in respect of the said land and as against the said..... (insert name of the Vendor) as soon as he has the purchase price of the said land and obtained possession of the said land and for the purpose execute a further assurance in the form provided in the said regulations.

- (c) to complete construction of the said house within eighteen months of the date of drawal of the first instalment of advance strictly in accordance with the plan and specifications to be approved by the Board of Trustees of port and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Board of Trustees of Tuticorin Port.

- (d) If the actual amount paid for the construction of the house is less than the amount received under these presents by the Borrower to repay the difference to the Board of Trustees of New Tuticorin Port forthwith; and

- (e) to execute a document mortgaging the said land along with the house built thereon to the Board of Trustees of New Tuticorin Port as security for the amount agreed to be advanced to the borrower under those presents as also for the interest payable on the said amount in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.

(2) If the borrower fails to complete the construction of the said house as hereinbefore agreed, or fails to execute the further assurance after he has paid the purchase price of the said land and taken possession of the said land or fails to execute the mortgage deed after the necessary conveyance or assurance has been executed in his favour or if the borrower becomes insolvent or quits the service of the Board of Trustees of New Tuticorin Port or dies, the whole amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Board Trustees of Tuticorin Port.

(3) The Board of Trustees of Tuticorin Port shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(4) Without prejudice to any other right of the Board Trustees of Tuticorin Port in that behalf, if any amount becomes refundable or payable by the borrower to the Board of Trustees of New Tuticorin, the Board of Trustees of New Tuticorin Port will be entitled to recover the same as arrears of land revenue.

(5) The stamp duty payable on those presents shall be borne and paid to the Board of Trustees of New Tuticorin Port.

SCHEDULE ABOVE REFERRED TO*

(Set out the description of land)

In witness whereof the Borrower has hereunto set his hand and Shri in the office of for and on behalf of the Board of Trustees of Tuticorin Port.

Signed by the said Borrower

.....
(Signature of the Borrower)

In the presence of
1st Witness
Address
Occupation.

*To be filled in by the Borrower.

2nd Witness

Address

Occupation

Signed by Shri in the office of

(For and on behalf of the Board of Trustees of Tuticorin Port)

In the presence of

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM NO. 5 B

Special form of agreement to be executed by an employee of the Board before drawing the second instalment of advance for building a house in a case in which he has drawn the first instalment of advance for purchasing the land after executing an Agreement in form and where the title to the land will be passed to him after the house is built.

(See Regulation 7)

AN AGREEMENT MADE THIS.....day of.....ONE THOUSAND NINE HUNDRED AND.....BETWEEN.....son ofat present serving as (hereinafter called 'the Borrower', which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and Board of Trustees of Tuticorin Port (hereinafter called the Board of Trustees of Tuticorin Port which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns of the other part)

WHEREAS the borrower desires to construct a house on the land at.....described in the schedule hereto.

AND WHEREAS the Borrower has under the provision of the Tuticorin Port Employees (Grant of advances for building etc. of house, Regulation, 1979) (hereinafter referred to as the "said regulations, which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Board of Trustees of Tuticorin Port for an advance of Rupees..... and the Board of Trustees of Tuticorin Port has sanctioned an advance of Rupees.....(insert full amount sanctioned) to the Borrower vide the office letter No.....dated..... a copy of which is annexed to those presents for the purpose aforesaid on the terms and conditions set forth therein. And whereas pursuant to an agreement dated.....executed between the parties herein the Board of Trustees of Tuticorin Port advanced to the Borrower a sum of Rs.....(insert first instalment paid) out of the aforesaid sanctioned sum of Rs.....(insert full amount sanctioned) to enable the Borrower to purchase the above and on the terms and conditions set out in the said Agreement :

AND WHEREAS the Borrower has paid the purchase price of the said land to.....(insert the name of the Vendor) from the aforesaid advance and has obtained possession of the said land ;

AND WHEREAS the borrower has requested the Board of Trustees of Tuticorin Port to advance the balance of the aforesaid sanctioned amount. And whereas the conveyance of the said land will be executed in favour of the borrower by the said.....(insert name of the Vendor) only when the house is constructed.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows :

(1) In consideration of the sum of Rupees.....(insert first instalment) already paid by the Board of Trustees of Tuticorin Port and the balance of Rs.....(insert balance payable) to be paid by the Board of Trustees of Tuticorin Port to the Borrower as provided by the said rules, the Borrower, with intent to secure repayment of the said sum of Rs.....(full amount of loan sanctioned). Rupees.....hereby

assigns to the Board of Trustees of Tuticorin Port by way of security, all his rights as purchaser of the said land described in schedule hereto, in respect of the said land and as against the said.....(insert name of vendor).

(2) The Borrower hereby agrees with the Board of Trustees of Tuticorin Port,

(a) to repay to the Board of Trustees of New Tuticorin Port the said amount of Rupees.....(insert full amount of loan sanctioned) with interest calculated in accordance with the said Regulations for the time being in force by.....(number to be filled) monthly instalments of rupees from his pay commencing from the month of.....nineteen hundred andor from the month following the completion of house, whichever is earlier and the Borrower hereby authorises the Board of Trustees of Tuticorin Port to make such deductions from his monthly pay, leave salary and subsistence allowance bills.

(b) to complete construction of the said house within eighteen months of the date of drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Board of Trustees of Tuticorin Port and to obtain the necessary conveyance or assurance in his favour within a period of three months of the date of completion of the house.

(c) if the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Board of Trustees of Tuticorin Port forthwith.

(d) to execute a document mortgaging the said land along with the house built thereon to the Board of Trustees of Tuticorin Port as security for the total amount advanced to the Borrower as also for the interest payable on the said amount in the form provided by the said regulations as soon as the house had been built and the necessary conveyance or assurance has been executed in his favour.

(3) If the borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as herein before provided or if the borrower becomes insolvent or quits the service the Board of Trustees of Tuticorin Port or dies, the whole amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Board of Trustees of Tuticorin Port and the Board of Trustees of Tuticorin Port shall be entitled without prejudice to its other rights to proceed to realise the security hereby granted.

(4) The Board of Trustees of Tuticorin Port shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(5) Without prejudice to any other right of the Board of Trustees of Tuticorin Port in that behalf, if any amount becomes refundable or payable by the Borrower to the Board of Trustees of New Tuticorin Port, the Board of Trustees of Tuticorin Port will be entitled to recover the same as arrears of land revenue.

(6) The stamp duty payable on these presents shall be borne and paid by the Board of Trustees of Tuticorin Port.

SCHEDULE ABOVE REFERRED TO*

(Set out the description of the land)

In witness whereof the Borrower has hereto set his hand and Shri..... in the office of..... for and on behalf of the Board of Trustees of Tuticorin Port is hereunto set his hand

Signed by the said Borrower

.....
(Signature of the Borrower)

*To be filled in by the Borrower

1305 GI/78—14

In the presence of :

1st witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri in the office of

(For and on behalf of the Board of Trustees of Tuticorin Port.)

In the presence of

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM NO. 5 C

Special form of Agreement to be executed by an Employee of the Board before drawing the first instalment of Advance for building a house in a case, in which the land is purchased by him with his own funds, but the title to the land will be passed to him after the house is built.

(See Regulation 7)

An agreement made this.....day of..... one thousand nine hundred and.....between..... son of.....at present serving as..... (herein after called the Borrower, which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of Tuticorin Port (hereinafter called 'the Board of Trustees of Tuticorin Port' which expression shall unless excluded by or repugnant to this subject or context include his successors in office and assigns) of the other part.

Whereas the borrower has agreed to purchase the land atdescribed in the schedule hereto annexed from (insert name of the Vendor and has paid the price out of his own funds and obtained possession of the said land, and Whereas the Borrower desires to construct a house on the said land, and whereas conveyance of the said land will be executed in favour of the Borrower by the said.....(insert name of the Vendor) only when the house is constructed and whereas the Borrower has under the provision of the Tuticorin Port Trust Employees (grant of advances for building etc. of houses) Regulations 1979 (hereinafter referred to as the "said regulations" which expression shall, where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Board of Trustees of Tuticorin Port and an advance of Rupees..... and the Board of Trustees of Tuticorin Port has sanctioned an advance of Rupees.....(insert full amount sanctioned) to the Borrower vide the office letter No..... and.....a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

Now it is hereby agreed by and between the parties hereto as follows :

(1) In consideration of the sum of Rupees..... (insert first instalment) to be paid by the Board of Trustees of Tuticorin Port after the execution of the agreement and the balance of Rupees..... to be paid by the Board of Trustees of New Tuticorin Port to the Borrower as provided in the said rules, the Borrower, with intent to secure repayment of the said sum of Rupees.....(insert full amount mentioned), (Rupees.....)

hereby assigns to the Board of Trustees of Tuticorin Port by way of security all his rights as Purchaser of the said land described in schedule hereto, in respect of the said land and as against the said.....(insert name of the vendor).

(2) The Borrower hereby agrees with the Board of Trustees of Tuticorin Port —

(a) to repay to the Board of Trustees of Tuticorin Port the said amount of Rupees..... (insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by (No. to be filled) monthly instalments of Rupees..... from his pay commencing from the month of..... nineteen hundred and or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Board of Trustees of Tuticorin Port to make such deductions from his monthly pay, leave salary and subsistence allowance bills.

(b) to complete construction of the said house within eighteen months of the date of drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Board of Trustees of Tuticorin Port and to obtain the necessary conveyance or assurance in his favour within a period of three months from the date of completion of the house.

(c) if the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Board of Trustees of Tuticorin Port forthwith.

(d) to execute a document mortgaging the said land alongwith the house bulk thereon to the Board of Trustees of Tuticorin Port as security for the amount advanced to the Borrower as also for the interest payable on the said amount in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.

(3) If the borrower fails to complete the construction of the said house or to obtain the necessary conveyance as assurance in his favour or to execute the necessary mortgage deed as hereinbefore provided, or if the borrower becomes insolvent or quits the service of the Board of Trustees or dies, the amount of the advance, together with the interest, accruing thereon shall immediately become due and payable to the Board of Trustees of Tuticorin Port and the Board of Trustees of Tuticorin Port shall be entitled without prejudice to its other rights to proceed to realize the security hereby granted.

(4) The Board of Trustees of Tuticorin Port shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(5) Without prejudice to any other right of the Board of Trustees of Tuticorin Port in that behalf if any amount becomes refundable or payable by the Borrower to the Board of Trustees of Tuticorin Port, the Board of Trustees of Tuticorin Port will be entitled to recover the same as areas of Land revenue.

(6) The stamp duty payable on these presents shall be borne and paid by the Board of Trustees of Tuticorin Port.

SCHEDULE ABOVE REFERRED TO*

(Set out the description of the land)

In witness whereof the borrower has hereunto his hand and Shri..... in the office of..... for and on behalf of the Board of Trustees of Tuticorin Port.

Signed by the said Borrower,

.....
(Signature of the Borrower)

*To be filled in by the Borrower.

In the presence of :

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri in the office of.....

(For and on behalf of the Board of Trustees of Tuticorin Port)

In the presence of :

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM NO. 6

(Surety Bond)

[See Regulation 7(6)]

Know all men by these presents that I..... son of..... a resident of in the District of at present employed as a permanent..... in the (hereinafter called "the surety") as held and finally bound unto the Board of Trustees of Tuticorin Port (hereinafter called "the Board of Trustees of Tuticorin Port" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) in the sum of Rs. (Rupees..... only) to be paid to the Board of Trustees of Tuticorin Port for which payment to be well and truly made I hereby bind myself, my heirs, executors, administrators, and representatives firmly by these presents. As witness by hand this day of one thousand nine hundred and.....

Whereas..... son of..... a resident of in the District of at present employed as a temporary/permanent..... in the (hereinafter called "the Borrower")* (but is due to retire on applied to the Board of Trustees Tuticorin Port for an advance of Rs. for the purpose of *Purchasing land and/or constructing a new house or enlarging living accommodation in an existing house/purchasing a ready built house.

And whereas the Board of Trustees of Tuticorin Port sanctioned the payment of Rs. (Rupees..... only) under the Tuticorin Port Trust Employees (grant of advances for building etc., of houses) Regulation, 1979, hereinafter referred to on the "said regulations"

And whereas the Borrower has undertaken to repay the said amount in..... monthly instalments, and whereas the Borrower has further undertaken to mortgage the house built/purchased with the help of the said amount and to observe the provisions of the said Regulations, And whereas in consideration of the Board of Trustees of Tuticorin Port having agreed to grant the aforesaid advance to the Borrower, the surety has agreed to execute the above bond with such condition as thereunder is written.

Now the condition of the obligation is such that if the said Borrower shall while employed in the said or any cause office..... duly and regularly pay or cause to be paid to the Board of Trustees of Tuticorin Port the amount of the aforesaid advance owing to the Board of Trustees of Tuticorin Port by instalments until the said sum of Rs. (Rupees..... only) shall be duly paid or mortgaged to the Board of Trustees of Tuticorin Port the house built/purchased referred to above whichever event happens earlier, then this bond shall be void, otherwise the same shall be and remain in full force and virtue. But so nevertheless that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Board of Trustees of Tuticorin Port, the whole

or so much of the said principal sum of Rs.
(Rupees..... only) together with the interest
as shall then remain unpaid shall immediately become due
and payable to the Board of Trustees of Tuticorin Port
and recoverable from the surety in one instalment by virtue
of this bond.

The obligation undertaken by the surety shall not be dis-
charged or in any way affected by an extension of time
or any other indulgence granted by the Board of Trustees
of Tuticorin Port to the said Borrower.

The stamp duty payable in respect of these presents shall
be borne and paid by the Board of Trustees of Tuticorin
Port.

Signed and delivered by the said.....

(Signature of surety)

Designation.....

Office to which

attached.....

In the presence of :

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Signed by Shri.....in the office of.....

(For and on behalf of the Board of Trustees
of Tuticorin Port)

In the presence of :

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

FORM NO. 7

Form of Reconveyance for House Building Advance

[Vide Regulation 10(d)]

This deed of Reconveyance is made the
day of19..... between the
Board of Trustees (hereinafter called the Mortgage which
expression shall unless excluded by or repugnant to the
subject or context include his successor in office and assigns)
of the one part and..... of.....
(hereinafter called the mortgagor which expression shall
unless excluded by or repugnant to the subject or context in-
clude his/her heirs, executors, administrators and assigns) of
the other part.

Whereas by an Indenture of Mortgage, dated the.....
day..... of19..... and
made between the Morgagor of the one part and the Mortgagee
of the other part and registered at in Book...
..... volume..... pages.....
to as No. for
(hereinafter called the Principal Indenture). The Morgagor
by the said Principal Indenture mortgaged the property at
..... any more particularly described in the
schedule hereunder written to the Mortgage to secure an
advance or Rs. made by the Mortgagee to
the Morgagor.

And whereas all money due and owing on the security of
the Principal Indenture have been fully paid and satisfied and
the Mortgagee has accordingly at the request of the Morgagor
agreed to execute Reconveyance of the Mortgaged premises
as in hereinafter contained. Now this indenture witnesseth
that in pursuance of the said agreement and in consideration
of the premises the Mortgagee doth hereby grant, assign and
reconvey unto the Morgagor. All that the piece of land
situated.....the comprised in the said Prin-

pal Indenture and more particularly described in the schedule
hereunder written with their rights, easements and appouren-
ances as in the Principal Indenture expressed and all the
estates right title interest properly claim and demand what-
soever of the Mortgagee into out of or upon the said pre-
mises by virtue of the Principal Indenture to have and to
hold the premises herebefore expressed to be heraby granted,
assigned and reconveyed unto and to the use of the Mort-
gagor for ever freed and discharged from all moneys in-
tended to be secured by the said Principal Indenture and
from all actions, suits, accounts, claims and demands for,
or in respect of the said moneys or any part
thereof, for or in respect of the Principal Inden-
ture or of anything relating to the premises and the
Mortgagee hereby covenants with the Morgagor that the
Mortgagee has not done or knowingly suffered or been party
or privy to anything whereby the said premises or any part
thereof, are/is or can be impeached, incumbered or effected
in title estate of otherwise howsoever, in witness whereof the
Mortgagee has caused.....on his behalf to set
his hand the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed by.....for and on behalf of the
Mortgagee.....

(Signature)

for and on behalf of the
President of India.

In the presence of :

1st Witness

Address

Occupation

2nd Witness

Address

Occupation

Note :—Before paying stamp duty on this document the
applicants are advised to contact the State Govern-
ment for ascertaining whether exemption from pay-
ment of stamp duty is available.

FORM NO. 8

Form of letter for intimating to the Life Insurance
Corporation of India, Board's interest in Insurance
Policies of Houses Constructed/purchased with
house building advance admissible under the rules.

From

To

(Through the Financial Adviser and Chief Accounts
Officer/Comptroller/Head of the Department)

Dear Sir,

I am to inform you that the Tuticorin Port Trust is interested
in House Insurance Policy No.secured
in your Corporation and to request that you will kindly insert
a clause to the following effect in the policy :

Form of clauses to be inserted in the Insurance Policy.

1. It is hereby declared and agreed that Shri.....
.....(the owner of building bearing
Municipal No.....) (hereinafter referred to as
the Insured in the schedule to this policy) has mortgaged
the house to the Tuticorin Port Trust as security for an
advance for the construction of house and it is further
declared and agreed that the Tuticorin Port Trust is in-
terested in any monies which but for his endorsement be
payable to the said Shri.....(the insured
under this policy) in respect of loss or damage to the said
house (which loss or damage is not made good by repair,
reinstatement or replacement) and such monies shall be paid
to the Tuticorin Port Trust as long as he is the Mortgagee of
the house and his receipt shall be full and final discharge
to the Corporation in respect of such loss or damage.

2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the Insured or the Corporation respectively, under or in connection with this Policy or any term, provision or condition thereof

Place

Dated

Yours faithfully,

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed wherever any claim is paid under the policy and also if the premium is not paid periodically for renewal.

Place

Dated

(Designation of the Accounts Officer/
Head of the Department)

Letter of consent to be given by the State Housing Board for Mortgage of property purchased from them.

From

The Chairman,

State Housing Board

To

The Chairman,

Tuticorin Port Trust,
TUTICORIN-628004

Dear Sir,

Ref : Mortgage of properties purchased from the State Housing Board

We agree to undertake that if the property/flat/house No. prescribed by Shri from the State Housing Board and now proposed to be mortgaged to the Tuticorin Port Trust for raising a loan for purchase of ready built house/flat, etc., is to be brought to sale by the Tuticorin Port Trust for any reason within five/ten years from the date of allotment, we shall, if we exercise our right of option to repurchase the property in terms of the sale/lease-cum-sale agreements executed by the purchaser, pay the outstanding amount that may be due to the Tuticorin Port Trust towards the Mortgage loan any further sums that may be due as per the terms of the Mortgage Deed that will be executed by the applicant in favour of the Tuticorin Port Trust or in the alternative, permit the Tuticorin Port Trust to deal with the property as may become necessary including bringing to sale, as if there, is no stipulation in the relevant clauses of the said agreement, that it will be offered to the State Housing Board in the first instance if it is brought for sale within five/ten years from the date of allotment.

The Chairman.

Certificate to be given by the State Housing Board for
Mortgage of property purchased from the

ANNEXURE—B

From

The Chairman,

State Housing Board,

CERTIFICATE

This is to certify that Shri allottee of plot/flat/house etc. No. has paid the full tentative cost of the above property Rs. (in words.....) as intimated in this office allotment or dated (Addressed to the allottee) and the possession of the plot

flat/house was handed over to him on The State Housing Board will definitely transfer the title of plot/house/flat No. to the allottee on completion of 5 years/10 years from the date of allotment and on payment of the difference in cost if any, due to the fixation of the final price of the same, if later. The State Housing Board will have no objection for mortgaging the said property to the Tuticorin Port Trust for the purpose of raising a loan to meet the cost of construction of building on the plot/purchase of the said ready-built house/flat.

Chairman

Form of Personal Bond to be executed in the case
purchase of ready-built house/flat from registered
Co-operative Societies.

(PERSONAL BOND)

Know all me by these presents that I, son of (hereinafter referred to as "the Bounden") am held and firmly bound unto the Chairman, Tuticorin Port Trust exercising the Executive power of the Board (hereinafter referred to as the "Board") in the sum of Rs. to be paid to the Board for which payment well and truly to be made I bind myself, my heirs, executors, administrators and legal representatives by these presents.

Signed the day of 19..... where the Bounden applied to the Board for loan of Rs. (hereinafter referred to as "the said loan") for the purpose of purchase of a residential flat in the building known as the situated at and more particularly described in the schedule hereunder written* and which building is to be transferred shortly to the society Ltd., a Co-operative Society registered under the Co-operative Societies Act having its registered office at (hereinafter referred to as "the Society") which has been duly sanctioned by the Board on the terms and conditions inter alia that the Bounden to execute to in favour of the Board a bond in the manner hereinafter contained.

Now this bond is conditioned to be void if the Bounden (a) duly pays to the Board the said sum of Rupees within a period of years from the days of 19..... by equal monthly instalments of Rs. each payable in the first week of each calendar month, the first of such instalments to be paid in the first week of 19..... and the subsequent instalments to be paid in the first week of each and every succeeding calendar month thereafter and after the Bounden had the principal amount of the said loan in regular instalments as hereinbefore provided, the Bounden duly pays to the Board within a further period of years thereafter the amount of interest of the diminishing balance of the said loan until payment at the rate of per cent per annum such interest to be paid by equal monthly instalments of Rs. each to be the interest that the entire loan and interest thereon shall be repaid within a period of years from the day of 19..... provided, however, that if the Bounden fails to pay any instalment of principal and/or interest on its due date then and in every such case the amount of such instalment of principal or interest so in arrears shall bear such higher rate of interest at the rate of per cent, per annum and the amount of each of the said instalments of interest shall be proportionately increased provided further that nothing herein contained shall be construed as a relaxation of the Bounden's obligation to duly and punctually pay the said instalments of principal and interest on their respective due dates of otherwise any right or remedy of the Board.

(a) Within one month from the date of these presents utilised the entire amount of the said loan in the purchase of a residential flat in the building known as and situated at and more particularly described in the schedule hereunder written* and in the purchase of such shares and/or debentures of the society as may be required to be purchased as qualification for membership of the said society and produces to the Board all the requisite documents of title concerning the completion of the purchase of the said flat as also the share/debentures required to be purchased as qualification*.

(b) On transfer being executed in favour of the Bounden of the house or plot, he would mortgage it to the Board as security for the loan obtained from the Board.

(c) If the actual price of the said flat* and shares/debentures required to be purchased as aforesaid is less than the amount of the said loan, repays the excess to the Board forthwith.

(d) does not transfer, assign, underlet the said flat or any interest therein or part with possession thereof* or transfer or otherwise alienate the said shares/debentures without the previous consent in writing of the Board.

* (d) so long as the said loan and interest or any part thereof is outstanding and if so required by the Board, hand over the said shares/debentures to the Board alongwith properly signed blank transfer forms as further security for the said loan.

It is hereby agreed by the Bounden as under :—

(1) The said loan or the balance thereof for the time being due by the Bounden to the Board and all other moneys due under these presents, shall become immediately payable in each and every of the following events :—

- (a) If the Bounden fails to pay any instalment or repayment of principal on its due date as and when become due and payable.
- (b) If the Bounden makes default in payment of any instalment of interest on its due date as herein above provided.
- (c) If any distress or execution shall be levied upon any property of the Bounden or a receiver thereof by appointed.
- (d) If the Bounden commits a breach of any of the said covenants or provisions and on his part to be observed and performed.
- (e) If the bounden dies or retires from or ceases to be in the service of the Board.
- (f) If the Bounden presents a petition for being adjudged insolvent or is adjudicated insolvent.

2. Board shall have the absolute right and full liberty to deduct every month from the Bounden's salary the amount of monthly instalments and appropriate the same towards the monthly instalments in repayment of principal and interest and for the purposes aforesaid the Bounden hereby irrevocably authorises the Board to make such deductions without the necessity of any further consent or concurrence of the Bounden.

3. In the event of the retirement or death before retirement of the Bounden, Board will be entitled to recover the entire unpaid balance of the said loan remaining unpaid at the time of such retirement or death and all unpaid interest thereon from the gratuity, if any, that may be sanctioned to the Bounden under the service rules applicable to him.

4. Whenever any instalment of the principal or interest or any other sum due and payable by the Bounden under these presents shall be in arrears, Board shall be entitled to recover the same as an arrear of land revenue PROVIDED ALWAYS THAT this clause shall not affect any other rights power and remedies of the Board.

In witness whereof the Bounden above mentioned has hereto set his and the day and year first herein above written

THE SCHEDULE ABOVE REFERRED TO

Signed and delivered by
Shri
The Bounden within Names
In the presence of

- 1.
- 2.

*Applicable only to the flats purchased in a building owned by co-operative Housing Society.

FORM OF SURETY BOND TO BE EXECUTED IN THE CASE OF PURCHASE OF READY BUILT HOUSE/FLAT FROM REGISTERED CO-OPERATIVE SOCIETIES

(Surety Bond)

We 1..... of.....
2..... of.....
of..... (Department etc.) do hereby declare ourselves sureties for..... (hereinafter referred to as "the Bounden") and do hereby guarantee that the Bounden shall do and perform all that he was undertaken to do and perform under the Bond dated the..... date of.....
19..... executed by him in favour of the Board and to hereby bind ourselves our respective heirs executors and administrators to pay to the board a sum of Rs. (in words Rupees.....) being the amount due and payable by the Bounden under the said bond or such sum as the Board shall deem to be sufficient to cover any loss or damage the Board may have sustained by reason of default of the Bounden. And we do hereby further agree that the Board may without prejudice of any other rights and remedies recover from us the said sum as arrears of land revenue and we do hereby further agree that any forbearance in enforcement of the said Bond or any other indulgence granted to the Bounden or any variation of their terms of the said Bond or any time given to the Bounden or any other conditions or circumstances under which in law a surety would be discharged will not discharge us from our liability to pay the said sum and for the purpose of enforcement of this Bond our liability under this Bond will be as Principal debtors and joint and several with that of the Bounden.

Dated this..... day of..... 19.....
signed by In the presence of Shri.....
1..... Shri..... of Department/
Office and..... Shri..... the 2.....
Shri..... of Department/Office.

Sureties above named

FORM OF REPORT/APPLICATION FOR PERMISSION TO THE PRESCRIBED AUTHORITY FOR THE BUILDING OR ADDITION TO A HOUSE

Sir,

This is to report to you that..... I propose to build a house/to make an/This is request that permission may be granted to me for the addition to my house house/ the addition to the house. The estimated cost of the land and material for the construction/extension is given below :

Land

1. Location (Survey numbers, village, district, State).
2. Area
3. Cost

Building material etc.

1. Bricks (Rate/Quantity/cost).
2. Cement (Rate/quantity/cost).
3. Iron and Steel (Rate/quantity/cost).
4. Timber (Rate/quantity/cost).
5. Sanitary Fittings (Cost).
6. Electrical Fittings (Cost).
7. Any other special fittings (Cost).
8. Labour charges.
9. Other charges, if any.

Total cost of land and building —

2. The construction will be supervised by myself.

The construction will be done by.....

*Enter the name and place of business of the Contractor.

I do not have any official dealings with the Contractor nor did I have I have/had official dealings with the Contractor and the nature of have any official dealings with him in the past/my dealing with him is/was as under.

Yours faithfully,

**FORM OF REPORT TO THE PRESCRIBED
AUTHORITY AFTER COMPLETION OF THE
BUILDING/EXTENSION OF HOUSE**

Sir,

In my letter No.....dated.....I had reported permission was granted to me in order No.dated.....that I proposed to built a house. The house has since been completed for the building of a house and I enclose a valuation Report, duly certified by....

Yours faithfully,

(SIGNATURE)

VALUATION REPORT

I/We hereby certify that I/We have valued House.....constructed by Shri/Shrimati.....and I/We give below the value at which I/We estimate the cost of the house under the following headings.

Heading	Cost	
	Rs.	P.
1. Bricks.		
2. Cement.		
3. Iron and Steel.		
4. Timber.		
5. Sanitary fittings.		
6. Electrical fittings.		
7. All other special fittings.		
8. Labour charges.		
9. All other charges.		

Total of the house

Date :

Signature of the valuation
authority

1. A firm of Civil Engineers of Civil Engineers of repute.
2. Here enter details of the house.
3. Here enter name, etc. of the employee.

[PET-84/78]

New Delhi, the 16th March, 1979

G.S.R. 236(E).—In exercise of the powers conferred by section 126, read with section 28 of the Major Port Trusts, Act, 1963 (38 of 1963), the Central Government hereby makes the following first regulations, namely :—

1. Short title and commencement :—(1) These regulations may be called the Tuticorin Port Employees (General Provident Fund) Regulations, 1979.
- (2) They shall come into force from the first day of April 1979.
2. Definitions :—
 - (i) In these regulations, unless the context otherwise requires—
 - (a) 'Accounts Officer' means the Financial Adviser and Chief Accounts Officer of the Board ;
 - (b) 'Board', 'Chairman', 'Deputy Chairman', shall have the meanings respectively assigned to them in the Major Port Trusts Act, 1963 ;

(c) Save as otherwise expressly provided 'emoluments' means pay as defined in 9(21) of Fundamental Rules of Government of India, or in the regulations, if any, framed by the Board, whichever may be applicable to the subscriber, leave salary, and any remuneration of the nature of pay in respect of foreign service, but shall not include any allowances, like conveyance allowance, house rent allowance, overtime allowance, fees for supervision of floating crafts, driving allowance ;

(d) 'employee' means a person, who is a member of service under the Board and includes any such person whose services are temporarily placed at the disposal of Central/State Government or local or other authority ;

(e) 'Family' means—

(i) in the case of a male subscriber, the wife or wives and children of a subscriber and the widow or widows and children of a deceased son of a subscriber.

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall thence forth be deemed to be no longer a member of the subscriber's family in matters to which these regulations relate unless the subscriber subsequently intimates in writing to the Accounts Officer that she shall continue to be so regarded :

(ii) in the case of female subscriber, the husband and children of the subscriber and the widow or widow and children of a deceased son of a subscriber ;

Provided that if a subscriber by notice in writing to the Accounts Officer expresses her desire to exclude her husband from her family, the husband shall thenceforth be deemed to be no longer a member of the subscriber's family in the matters to which these regulations relate unless the subscriber subsequently cancels such notice in writing.

Note :—'Child' means a legitimate child and includes an adopted child where adoption is recognised by the personal law governing the subscriber.

(f) 'Form' means the Form appended to the regulations ;

(g) 'fund' means the Tuticorin Port Employees' General Provident Fund.

(h) 'Head of the Department', for the purpose of exercising the powers under these regulations, means the authority so declared by the Board ;

(i) 'Head of the office', means the authority declared to be the Head of the office under the financial rules by the Board or the Head of the Department ;

(j) 'leave' means any kind of leave recognised by the leave regulations framed under section 28 of the Major Port Trusts Act, 1963, which may be applicable to the subscriber ;

(k) 'year' means the financial year.

(II) Any other expression used in these regulations which is defined either in the Provident Funds Act 1925 (19 of 1925), or in the Fundamental Rules of the Central Government or any other regulations applicable to the subscriber, shall have the meanings respectively assigned to them in such Act, rules or regulations.

3. Constitution and management of the fund :—

- (1) On and from the date of commencement of these regulations, the Board shall establish, a fund for the welfare of the Board's employees.
- (2) The fund shall be administered by the Board and shall be maintained by it in India in rupees.

4. Conditions of eligibility :—

- (1) All temporary employees after a continuous service of one year, all re-employed pensioners other than those eligible for admission to the contributory provident fund and all permanent employees shall subscribe to the fund.
- (2) All temporary employees who complete one year of continuous service during the middle of the month shall subscribe to the fund from the subsequent month.
- (3) Temporary employees who have been appointed against regular vacancies and are likely to continue for more than a year may subscribe to the fund at any time before completion of one year's service.
- (4) The Board, may, at its discretion, require any other category of employee to subscribe to the fund.
- (5) Employees who are subscribers to any contributory provident fund shall not be required to subscribe to the fund.
- (6) The admission of an employee to the fund involves the following procedure, namely :—
 - (a) submission of an application Form I.
 - (b) allotment of Account number. The Head of the office shall obtain the application from the employees 3 months ahead of the officials completing one year of service; in Form I.

5. Transfer of balances :—

On the commencement of these regulations, the balance standing to the credit of an employee in the G.P.F. constituted under the G.P.F. Rules, 1960 or any other G.P.F. Rules in force for such employee shall be credited to the Account of the employee under the Fund constituted under these regulations.

6. Nominations :—

- (1) A subscriber shall at the time of joining the fund send to the A.O. a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the fund in the event of his/her death, before the amount has become payable, or having become payable, has not been paid :

Provided that a subscriber, who has a family at the time of making the nomination, shall make such nomination only in favour of a member or members of his family :

Provided further that the nomination made by the subscriber in respect of any other P.F. to which he was subscribing before joining the fund shall, if the amount to his credit in such other fund has been transferred to his credit in the fund, be deemed to be a nomination duly made under this regulation until he makes a nomination in accordance with this regulation.

- (2) If a subscriber nominates more than one person under sub-regulations (1) he shall specify in the nomination the amount of share payable to each of the nominees in such a matter as to cover the whole of amount that may stand to his credit in the fund at any time.

- (3) Every nomination shall be in such one of the forms II, III, IV and V as is appropriate in the circumstances.

- (4) A subscriber may at any time cancel a nomination by sending a notice in writing to the A.O. The subscriber shall along with such notice or separately send a fresh nomination made in accordance with the provisions of these regulations.

- (5) A subscriber may provide in a nomination, —

- (a) in respect of a specified nominee that in the event of his predeceasing the subscriber the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination provided that such other person or persons shall, if the subscriber has other members of his family be such other member or members.

Where the subscriber confers such a right on more than one person under this clause he shall specify the amount or share payable to each of such person in such a manner as to cover the whole of the amount payable to the nominee ;

- (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein :

Provided that if at the time of making the nomination the subscriber has no family he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family :

Provided further that if at the time of making the nomination the subscriber has only one member of the family he shall provide in the nomination that the right conferred upon the alternative nominee under clause (a) shall become invalid in the event of his subsequently acquiring a member or members of his family.

- (6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-regulation (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-regulation (5) or the proviso thereto, the subscriber shall send to the A.O. a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of the regulations.

- (7) Every nomination made and every notice of cancellation by a subscriber shall to the extent that it is valid take effect on the date on which it is received by the A.O.

- (8) In case where no nomination exists in favour of the widow of the subscriber, the title of the widow to the claim in respect of the fund deposit of her former husband is not affected by her subsequent marriage.

7. Subscribers' accounts :

An account shall be maintained in the name of each subscriber and shall show the amount of his subscriptions with interest thereon calculated as prescribed in regulation 12 as well as advances and withdrawals from the fund.

8. Conditions and rates of subscriptions :

- (1) A subscriber shall subscribe monthly to the fund except during the period when he is under suspension :

Provided that a subscriber may, at his option, not subscribe during leave which either does not carry any leave salary or carries leave salary equal to or less than half pay :

Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in instalments any sum not exceeding the maximum amount of arrears of subscription payable for the period of suspension.

- (2) A subscriber shall intimate, in writing, his election not to subscribe during leave (referred to in the first proviso to sub-regulation (1) of regulation 8 to the Accounts Officer. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-regulation shall be final.

9. Rate of subscription :

- (1) The amount of subscription shall be fixed by the subscriber himself subject to the following conditions, namely :—

- (a) it shall be expressed in whole rupees ;
- (b) it may be any sum so expressed not less than six per cent of his emoluments and not more than his total emoluments :

Provided that in the case of a subscriber who has previously been subscribing to any contributory provident fund at the higher rate of 8-1/3 per

cent, it may be any sum, so expressed, not less than 8-1/3 per cent of his emoluments and not more than his total emoluments ;

- (c) when an employee elects to subscribe at the minimum rate of 6 per cent or 8-1/3 per cent, as the case may be, the fraction of a rupee shall be rounded to the nearest whole rupees, 50 paise counting as the next higher rupee.

(2) For the purpose of sub-regulation (1) the emoluments of a subscriber shall be,—

- (a) in the case of a subscriber who was in Board's service on the 31st March of the preceding year, the emoluments to which he was entitled on that date :

Provided that—

- (i) If the subscriber was on leave and elected not to subscribe during such leave on the said date his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty.
- (ii) If the subscriber was on deputation out of India, on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India.
- (b) In the case of a subscriber who was not in Board's service on the 31st March of the preceding year, the emoluments to which he was entitled on the day he joins the fund.

(3) A subscriber shall intimate the fixation of the amount of his monthly subscription in each year in the following manner, namely :—

- (a) if he was on duty on the 31st March of the preceding year, by the deduction which he proposes in this behalf from his pay bill for that month ;
- (b) if he was on leave on the 31st March of the preceding year and elected not to subscribe during such leave, or was under suspension on that date, by the deduction which he proposes in this behalf from his first pay bill after his return to duty ;
- (c) if he has entered Board's service for the first time during the year, by the deduction which he proposes in this behalf, from his pay bill for the month during which he joins the fund ;
- (d) if he was on leave on the 31st March of the preceding year, and continues to be on leave and has elected to subscribe during such leave, by the deduction which he proposes to be made in this behalf from his salary bill for that month ;
- (e) if he was on foreign service on the 31st March of the preceding year, by the amount credited by him to the Board's account on account of subscription for the month of April, in the current year.

(4) The amount of subscription so fixed may be reduced once at any time during the course of a year or may be enhanced twice during the course of the year, or reduced and enhanced as aforesaid :

Provided that when the amount of subscription is so reduced it shall not be less than the minimum prescribed in sub-regulation (1) :

Provided further that if a subscriber is on leave without pay or leave on half pay for a part of a calendar month and he has elected not to subscribe during such leave, the amount of subscription payable shall be proportionate to the number of days spent on duty including leave, if any, other than those referred to above :

Provided also that if a subscriber is on duty for a part of a month and on leave for the remainder of that month and he

has elected not to subscribe during leave, the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.

10. Transfer to foreign service or deputation out of India.

When a subscriber is transferred to foreign service or sent on deputation out of India, he shall remain subject to the rules of the fund in the same manner as if he were not so transferred or sent on deputation.

11. Realisation of subscriptions :

(1) When emoluments are drawn in India, recovery of subscriptions in respect of these emoluments and of the principal and interest and advances shall be made from the emoluments themselves.

(2) When emoluments are drawn from any other source, the subscriber shall forward his dues monthly to the Accounts Officer :

Provided that in the case of a subscriber on deputation to a body corporate owned or controlled by Government, the subscriptions shall be recovered and forwarded to the Accounts Officer by such body.

(3) If a subscriber fails to subscribe with effect from the date on which he is required to join the fund or is in default in any month or months during the course of a year otherwise than as provided for in regulations 8, the total amount due to the fund on account of arrears of subscriptions shall, with interest thereon at the rate provided in regulation 12 forthwith be paid by the subscriber to the fund or in default be ordered by the Accounts Officer to be recovered by deduction from the emoluments of the subscriber by instalments or otherwise as may be directed by the authority competent to sanction an advance for the grant of which special reasons are required under sub-regulation (2) of regulation 13 :

Provided that the subscribers whose deposits in the fund carry no interest shall not be required to pay any interest :

Provided further that in case of an amount forwarded in accordance with the proviso to sub-regulation (2) of regulation 11 the date of deposit shall be deemed to be the 1st day of that month if received by the A.O. before the fifteenth day of that month.

12. Interest :

(1) Subject to the provisions of sub-regulation (3) the Board shall pay to the credit of the account of a subscriber interest at such rate as may be determined for each year by the Board :

Provided that, if the rate of interest determined for a year is less than 4 per cent all subscribers to the fund in the year preceding that for which the rate has for the first time been fixed at less than 4 per cent shall be allowed interest at 4 per cent :

Provided further that a subscriber who was previously subscribing to any other provident Fund of the Central Government and whose subscriptions, together with the interest thereon, have been transferred to his credit in this fund, shall also be allowed interest at 4 per cent, if he had been receiving that rate of interest under the rules of such other Fund under a provision similar to that of the first proviso to this regulation.

(2) Interest shall be credited with effect from the last day in each year in the following manner ; namely :—

(i) On the amount to the credit of a subscriber on the last day of the preceding year, less any sums withdrawn during the current year interest for twelve months ;

(ii) On sums withdrawn during the current year, interest from the beginning of the current year upto the last day of the month preceding the month of withdrawal ;

(iii) On the sums credited to the subscriber's account after the last day of the preceding year—interest from the date of deposit upto the end of the current year ;

(4) the total amount of interest shall be rounded to the nearest whole rupee (fifty paise counting as the next higher rupee):

Provided that when the amount standing to the credit of a subscriber has become payable, interest shall thereupon be credited under this regulation in respect of only the period from the beginning of the current year or from the date of deposit, as the case may be, upto the date on which the amount standing to the credit of the subscriber became payable.

(3) In this regulation the date of deposit shall in the case of a recovery from emoluments be deemed to be the first day of the month in which it is recovered, and in the case of an amount forwarded by the subscriber shall be deemed to be the first day of the month of receipt if it is received by the Accounts Officer before the fifth day of that month, but if it is received on or after the fifth day of that month, the first day of the succeeding month:

Provided that where there has been a delay in the drawal of pay or leave salary and allowances of a subscriber and consequently the recovery of his subscription towards the fund, the interest on such subscription shall be payable from the month in which the pay or leave salary of the subscriber was due under the regulation irrespective of the month in which it was actually drawn:

Provided further that in the case of an amount forwarded in accordance with the proviso to sub-regulations (2) of regulation 11 the date of deposit shall be deemed to be the first day of the month if it is received by the Accounts Officer before the fifteenth day of that month:

Provided also that where the emoluments for a month are drawn and disbursed on the last working day of the same month, the date of deposit shall, in the case of recovery of subscriptions, be deemed to be the first day of the succeeding month:

(4) In addition to any amount to be paid under regulations 21, 22 and 23, interest thereon upto the end of the month preceding that in which the payment is made of upto the end of the six month after the month in which such amount became payable, whichever of these periods be less, shall be payable to the person to whom such amount is to be paid:

Provided that where the Accounts Officer has intimated to that person (or his agent) a date on which he is prepared to make in cash, or has posted a cheque in payment to that person interest shall be payable only upto the end of the month preceding the date so intimated or the date of posting the cheque, as the case may be.

Note.—Payment of interest on the fund balances beyond a period of six months upto a period of one year may be authorised by the Accounts Officer after he has personally satisfied himself that delay in payment was occasioned by circumstances beyond the control of the subscriber and in every such case the administrative delay involved in the matter shall be fully investigated and action, if any, required shall be taken.

(5) Interest shall not be credited to the accounts of a subscriber if he informs the Accounts Officer that he does not wish to receive it; but if he subsequently asks for interest, it shall be credited with effect from the first day of the year in which he asks for it.

13. Incentive bonus scheme:

(1) A subscriber who does not withdraw any money from the amount standing to his credit in the fund by way of advance under regulation 14 or withdrawal under regulation 17 during the 5 years commencing from 1st April, 1973 shall be entitled to a bonus at the rate of 1 per cent on the entire balance at his credit on the last day of the year.

(2) The balance on which this bonus is to be calculated is the balance on the last day of the last year of the five year period after crediting interest for the said last year.

(3) The terms withdrawal means both refundable and non-refundable withdrawals. Withdrawals for financing insurance policies will not make subscribers ineligible for this benefit.

(4) The bonus so calculated shall be rounded to the nearest whole rupee (fifty paise counting as the next higher rupee). This shall be credited to the account of the subscriber in addition to the interest on the fund balances.

(5) The bonus shall be admissible when a subscriber has been subscribing to the fund during the preceding 5 years except where the regulations permit temporary suspension of subscription for a short period, e.g. while on leave or under suspension.

(6) The year for the purpose of calculating bonus shall mean financial year. But if a subscriber joins the fund or quits service in the middle of a year, the year of joining the fund and the year of quitting service shall be deemed to be full year.

14. Advance from the fund:

(1) The appropriate sanctioning authority may sanction the payment to any subscriber of an advance not exceeding in amount three months' pay or half the amount standing to his credit in the fund, whichever is less, for one or more of the following purposes, namely:—

(a) to pay expenses in connection with the illness confinement or a disability, including where necessary the travelling expenses of the subscriber and members of his family or any person actually dependent on him;

(b) to meet the cost of higher education including where necessary, the travelling expenses of the subscriber and member of his family or any person actually dependent on him in the following cases, namely:—

(i) for education outside India for an academic, technical, professional or vocational course beyond the High School stage; and

(ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is for not less than three years;

(c) to pay obligatory expenses on a scale appropriate to the subscribers' status, which by customary usage the subscriber has to incur in connection with betrothal or marriages funerals or other ceremonies, including the birth day celebration of the subscribers' son or daughter;

(d) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purported to be done by him in the discharge, of his official duty; the advance being available in addition to any advance admissible for the same purpose from any other source:

Provided that the advance under this sub-regulation shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the Board in respect of condition of service or penalty imposed on him/her.

(e) to meet the cost of his defence where the subscriber is prosecuted in any court of law or where the subscriber engages a legal practitioner to defend himself in any enquiry in respect of any alleged misconduct on his part:

(f) in other cases of acute distress at the discretion of the Chairman;

(g) to meet the cost of plot or the construction of a house or flat for his residence or to make any payment towards the allotment of a plot or house or flat by the State Housing Board or a House Building Co-operative Society.

Note.—An advance under this regulation may be sanctioned for the first annual 'Shradh' ceremony of a person who prior to his/her death was a member of the subscriber's family or was dependent upon him/her.

(2) The appropriate sanctioning authority may in special circumstances, sanction the payment to any subscriber of an advance, if it is satisfied that the subscriber concerned required the advance for reasons other than those mentioned in sub-regulation (1).

(3) An advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down in sub-regulation (1) or until repayment of the last instalment of any previous advance.

Explanation 1 : For the purpose of this regulation, pay includes dearness pay where admissible.

Explanation 2 : For the purposes of this regulation, the appropriate sanctioning authority shall be the authority that may be authorised by the Board to sanction advances from time to time.

Explanation 3 : A subscriber shall be permitted to take an advance once in every six months under clause (b) of sub-regulation (1).

Note : 1. The term special reason in sub-regulation (3) does not mean that the sanctioning authority can sanction an advance for objects other than those specified in sub-regulation (1). The object for which an advance can be granted are confined to those in that sub-regulation. Special reasons are to be given for sanctioning an advance exceeding the normal limit of 3 months' pay or half the amount standing to the credit of the subscriber for sanctioning an advance before re-payment of the last instalment of the previous advance.

Note : 2. The authority competent to sanction an advance under sub-regulation (3) is the authority competent to sanction for part final withdrawal under the regulation 16.

15. Recovery of advance :

(1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the Chairman or any other officer authorised to sanction the advance may direct, but such number shall not be less than 12 unless the subscriber so elects and more than 24. In special cases where the amount of an advance exceeds three months' pay of the subscriber under sub-regulation (3) of regulation 14, the authority sanctioning the advance, may, fix such number of instalments exceeding 24, but not exceeding 36. A subscriber may, at his option, repay more than one instalment in a month. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary to admit of the fixation of such instalments.

(2) Recovery shall be made in the manner prescribed in regulation 11 for the realisation of subscriptions, and shall commence with the issue of pay for the month following the one in which the advance was drawn. Recovery shall not be made, except with the subscriber's consent while he is in receipt of subsistence grant or is on leave for 10 days or more in a calendar month (which either does not carry any leave salary or carries leave salary equal to or less than half pay). The recovery may be postponed on the subscriber's request, by the Chairman during the recovery of an advance of pay granted to the subscriber.

(3) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn shall, forthwith be repaid by the subscriber to the fund or in default be ordered by the Accounts Officer to be recovered by deduction from the emoluments of the subscriber in a lump sum or in monthly instalments not exceeding 12 as may be as directed by the Chairman or the authority competent to sanction an advance under Explanation 2 to sub-regulation (3) of regulation 14.

(4) Recoveries made under this regulation shall be credited as they are made to the subscriber's account in the fund.

16. Wrongful use of advance :

Notwithstanding anything contained in these regulations, if the Chairman is satisfied that money drawn as an advance

from the fund under regulation 14 has been utilised for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall forthwith be repaid by the subscriber to the fund, or in default ordered by the Chairman to be recovered by deduction in one lump sum from the emoluments of the subscriber even if he be on leave. If the total amount to be repaid be more than half the subscriber's emoluments, recovery shall be made in monthly instalments or moieties of his emoluments till the entire amount is repaid by him.

Explanation.—In this regulation, 'emoluments' do not include subsistence grant.

17. Withdrawals from the fund :

Subject to the conditions specified hereunder withdrawals may be sanctioned by the authorities, competent under Explanation 2 of its sub-regulation (3) of regulation 14, to sanction an advance for special reasons, at any time.

(1) After the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation whichever is earlier, from the amount standing to his credit in the fund, for one or more of the following purposes, namely :—

(a) meeting the cost of higher education including where necessary the travelling expenses of the subscriber or any child in the following cases, namely :—

(i) for education outside India for academic, technical professional or vocational course beyond the High School stage ; and

(ii) for any medical, engineering, or other technical or specialised course in India beyond the High School stage provided that the course of study is for not less than three years.

(iii) for any medical, engineering or other technical or specialised course in India ;

Note.—The following courses shall also be treated as technical/specialised for the above purpose, namely :—

(1) Degree and post-graduate courses in Home Science.

(2) Pre-professional course in Medicine if part of Regular 5 years' course in Medicine.

(3) Ph.D. in Biochemistry.

(4) Bachelor and Masters Degree courses in physical Education.

(5) Degree and post-graduate courses in Law.

(6) 'Honours' course in 'Micro-Biology'.

(7) Associateship of the Institute of Costs and Works Accountants.

(8) Associateship of the Institute of Chartered Accountant.

(9) Degree and Masters course in Business Administration or Management.

(10) Diploma course in Hotel Management, and

(11) M.Sc. course in Statistics.

(b) meeting the expenditure in connection with the Betrothal or marriage of the subscriber or his sons or daughters and any other female relation actually dependent on him ;

(c) Meeting the expenses in connection with illness, including where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him.

(2) After the completion of 15 years of service of subscriber or within Ten years before the date of his retirement of subscription and interest thereon standing to his credit of the subscriber of the fund for one or more of the following purposes, namely :—

- (a) building or acquiring a suitable house or ready built flat for his residence including the cost of the site or repaying any outstanding amount on account of loan expressly taken for this purpose, or reconstructing/or making additions or alterations to a house already owned or acquired by a subscriber ;
- (b) purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purchase;
- (c) for constructing a house on a site purchased, utilising the sum withdrawn under clause (a).

Note : 1.—Only one withdrawal shall be allowed for the same purpose under regulation 16. But marriage/education of different children or illness on different occasions shall not be treated as the same purpose.

Note : 2.—A withdrawal under regulation 16 shall, not be sanctioned if an advance under regulation 14 is being sanctioned for the same purpose at the same time.

18. Conditions of withdrawal :—

(1) Any sum withdrawn by a subscriber at any time for one or more purposes specified in regulation 17 from the amount standing to his credit in the fund shall not ordinarily exceed one half of such amount or six months' pay whichever is less. The sanctioning authority, may, however, sanction the withdrawal of an amount in excess of this limit upto three-fourths of the balance at his credit in the fund, having due regard to (i) the object for which the withdrawal is being made; (ii) the status of the subscribers and (iii) the amount to his credit in the fund.

(2) A subscriber, who has been permitted the withdrawal of money under regulation 17 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been applied for such purposes for which it was withdrawn, shall, forthwith, be repaid one lumpsum together with interest thereon at the rate determined under regulation 11 by the subscriber to the fund and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lumpsum or any such number of monthly instalments as may be determined by the Chairman.

(3) A subscriber who has been permitted under sub-regulation (2) of regulation 17 to withdraw money from the amount standing to his credit in the fund, shall not part with the possession of the house so built or, acquired or house site so purchased, by way of sale, mortgage (other than mortgage to the sanctioning authority) or gift, without the previous permission of the sanctioning authority. He shall also not part with the possession of such house or house site by way of exchange or lease for a term exceeding three years without the previous permission of the sanctioning authority. The subscriber shall submit, a declaration not later than the 31st day of December, of every year to the effect as to whether the house or house site, as the case may be, continues to be in his possession or has been mortgaged or otherwise transferred and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf, the original sale deed and other documents on which his title to the property is based.

(4) If at any time before retirement, the subscriber parts with the possession of the house or housesite without obtaining the previous permission of the sanctioning authority the sum withdrawn by him shall forthwith be repaid in one lumpsum to the fund and in default of such repayment it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lumpsum or in such number of monthly instalments as may be determined by the Board."

19. Conversion of an advance into a withdrawal :—

A subscriber who has already drawn or may draw in future an advance under regulation 14 for any of the purposes specified in sub-clauses (b) and (c) of sub-regulation 1 of regulation 17, may convert, at his discretion, by a written request addressed to the Accounts Officer through the sanctioning authority, the balance outstanding against him into a final withdrawal on his satisfying the conditions laid down in regulations 17 and 18.

20. Payment towards insurance policies and family pension funds :—

Subscribers who, before the 17th December, 1960 have been substituting in whole or in part, payments towards policies of life insurance for subscriptions or making withdrawals for such payments from the fund under the provisions of regulations 17 to 29 of the General Provident Fund (Central Services) Rules 1960, shall continue to enjoy the benefit under the same terms and conditions mutatis mutandis :

Provided that such subscribers shall not be permitted to substitute such payments for subscriptions due to the fund or to withdraw from the fund for making such payments in respect of any new policy :

Provided further that any policy assigned to the President of India under the provisions of the said rules shall, on the commencement of these regulations, be deemed to be a policy assigned to the Board. The subscriber shall take immediate steps to get such policies assigned to the Board.

21. Final withdrawal of accumulation in the fund :—

(1) When a subscriber quits the service the amount standing to his credit in the fund shall become payable to him:

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service, shall, if required to do so by the Board, repay any amount paid to him from the fund in pursuance of this regulation, with interest thereon at the rate provided in regulation 12 in the manner provided in the proviso to regulation 22. The amount so repaid shall be credited to his account in the fund.

Explanation 1.—A subscriber who is granted refused leave shall be deemed to have quit the service from the date of compulsory retirement or on the expiry of an extension of service.

Explanation 2.—A subscriber, other than one who is appointed on contract or one who has retired from service and is subsequently re-employed, with or without break in service, shall not be deemed to have quit the service when he is transferred without any break in service to a new post under any other major port authority (in which he is governed by another set of provident fund rules) and without retaining any connection with his former post. In such a case his subscriptions together with interest thereon shall be transferred to his account in the other fund in accordance with the rules of that fund. The same shall hold good in cases of retrenchment for immediate employment whether under the Board or under any other major port authority.

Explanation 3.—When a subscriber, other than one who is appointed on contract or one who has retired from service and subsequently re-employed, is transferred, without any break, to the service under a body corporate, owned or controlled by Government, the amount of subscriptions, together with interest thereon shall not be paid to him but shall be transferred with the consent of that body, to his new provident fund account under that body.

(2) Transfers shall include cases of resignation from service in order to take up appointment under a body corporate owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act 1860 (21 of 1860) without any break and with proper permission of the Board. The time taken to join a new post shall not be treated as a break in service if it does not exceed the joining time admissible to an employee on transfer from one post to another.

Provided that the transfer of amount of subscription, together with interest thereon, of a subscriber opting for service under public enterprises may, if he so desires, be transferred to his new provident fund account under the enterprise if the concerned enterprise also agrees to such a transfer. If however the subscriber does not desire the transfer or the concerned enterprise does not operate a provident fund the amount aforesaid shall be refunded to the subscriber.

22. Retirement of subscriber :—

When a subscriber has proceeded on leave preparatory to retirement or while on leave has been permitted to retire or been declared by a competent medical authority to be unfit for further service, the amount standing to his credit in the fund shall, upon application made by him in that behalf to the Accounts Officer, become payable to the subscriber:

Provided that the subscriber, if he returns to duty shall except where the Board decides otherwise, repay to the fund, for credit to his account the whole or part of any amount paid to him from the fund in pursuance of this regulation with interest thereon at the rate provided in regulation 12 in cash or securities or partly in cash and partly in securities, by instalments or otherwise, by recovery from his emoluments or otherwise, as may be directed by the Chairman.

23. Procedure on death of a subscriber :—

On the death of subscriber before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made :—

(i) When the subscriber leaves a family :—

(a) if a nomination made by the subscriber in accordance with the provisions of regulation 6 or of the corresponding regulation in force earlier in favour of a member or members of his family subsists, the amount standing at his credit in the fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination.

(b) If so much nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount to his credit in the fund, the whole amount or a part thereof to which the nomination does not relate, as the case may be shall, notwithstanding any nomination purporting, to be in favour of person or persons other than a member of members of his family become, payable to the members of his family in equal shares :

Provided that no share shall be payable to—

- (1) sons who have attained majority ;
- (2) sons of a deceased son who have attained majority;
- (3) married daughters whose husbands are alive;
- (4) married daughters of a deceased son whose husbands are alive ;

if there is any member of the family other than those specified in clauses (1), (2), (3) and (4) :

Provided further that the widow or widows, child or children of a deceased son, shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso.

(ii) when the subscriber leaves no family.—if a nomination made by him in accordance with the provisions of regulation 6 or of the corresponding rule in force earlier in favour of any person or persons subsists, the amount standing to his credit in the fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

Note.—A Hindu widow/widower is the legal nominee and no order of court is necessary to entitle her/him to receive the deceased husband's/wife's provident fund money on their behalf.

24. Manner of payment of amount in the fund :

(1) When the amount standing to the credit of a subscriber in the fund becomes payable, it shall be the duty of the Accounts Officer to make payment on receipt of written application in this behalf as provided in sub-regulation (3).

(2) If the person to whom, under these regulations any amount or policy is to be paid, assigned re-assigned, or delivered, is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912, the payment or re-assignment or delivery shall be made to such manager and not be the lunatic :

Provided that where no manager has been appointed and the person to whom the sum is payable is certified by a Magistrate to be a lunatic, the payment shall, under the orders of the Collector, be made in terms of sub-section (1) of section 95 of the Indian Lunacy Act, 1912, or any other law for the time being in force, to the person having charge of such lunatic and the Accounts Officer shall pay only the amount which he thinks fit to the person having charge of the lunatic and the surplus, if any, or such part thereof, as he thinks fit, shall be paid for the maintenance of such members of the lunatic's family as are dependent on him for maintenance.

(3) Any person who desires to claim payment under this regulation shall send a written application in that behalf to the Accounts Officer, payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

(4) (i) a subscriber may submit an application to the Accounts Officer through the Head of Department for payment of the amount in the fund at least one year in advance of the date of superannuation or his anticipated date of retirement. The application may be made for the amount standing to his credit in the fund, as indicated in the accounts statement for the year ending one year prior to his superannuation or the anticipated date of retirement;

(ii) the Head of Department shall forward the application to the Accounts Officer, indicating the advances taken and the recoveries effected against the advances which are still current and the number of instalments yet to be recovered in respect of each advance and also indicate the withdrawals, if any, taken by the subscriber ;

(iii) the Accounts Officer shall, after verification with the ledger account, issue an authority for the amount indicated in the application at least a month before the date of superannuation or retirement but payable on the date of superannuation.

(iv) the authority mentioned in clause (iii) constitutes the first instalment of payment. A second authority for payment shall be issued as soon as possible after superannuation or retirement. This shall relate to the contribution made by the subscriber subsequent to the amount mentioned in the application submitted under clause (i) plus the refund of instalments against advances which were current at the time of the first application ;

(v) the advance/withdrawals sanctioned after the forwarding of the applications for final payment to the Accounts Officer shall be intimated to the Accounts Officer immediately and acknowledgement obtained by the sanctioning authority.

25. Procedure on transfer of an employee from one major port to another :—

If an employee who is a subscriber to the fund is permanently transferred to a pensionable service in any other major port in which he is governed by regulations similar to these regulations, the amount of subscription, together with interest thereon standing to his credit in the fund on the date of transfer, shall be transferred to his credit in the fund of such major port :

Provided that where the rules so require, the consent of the major port authority concerned shall be obtained.

26. Transfer of amount to contributory provident fund :

If a subscriber to the fund is subsequently admitted to the benefit of a contributory provident fund under the Board, the amount of his subscriptions in the fund, together with interest thereon, shall be transferred to the credit of his account in the contributory provident fund.

Explanation.—The provisions of these regulations shall not apply to a subscriber who is appointed on contract or who has retired from service and is subsequently re-employed with or without a break in service in another post carrying contributory provident fund benefits.

27. Relaxation of the provisions and regulations in individual cases :

When the Board is satisfied that the operation of any of these regulations causes, or is likely to cause, undue hardship to a subscriber, the Board may, notwithstanding anything contained in these regulations, deal with the case of such subscriber in such manner as may appear to it to be just and equitable.

28. Number of account to be quoted at the time of payment of subscriptions :—

When paying subscription in India, either by deduction from emoluments or in cash, a subscriber shall quote the number of his account in the fund which shall be communicated to him by the Accounts Officer. Any change in the number shall similarly be communicated to the subscriber by the Accounts Officer.

29. Annual statement of accounts to be supplied to subscribers :—

(1) As soon as possible after the close of each year, the Accounts Officer shall send to each subscriber a statement of his accounts in the fund showing the opening balance as on the 1st April of the year, the total amount credited as on the 31st March of the year and the closing balance on that date. The accounts officer shall attach to the statement of accounts an enquiry whether the subscriber—

- (a) desires to make any alteration in any nomination made under regulation 6 or under the corresponding regulation is force earlier ;
- (b) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under regulation 6.

(2) Subscribers shall satisfy themselves as to the correctness of the annual statement, and they shall bring to the notice of the Accounts Officer within three months from the date of receipt of the statement by them, any inaccuracy or error in such statement.

(3) The Accounts Officer, shall, if required by a subscriber once but not more than once, in a year inform the subscriber of the total amount standing in his credit in the fund at the end of the last month which his account has been written up.

30. Deposit linked insurance scheme :

On the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall

be paid by the Accounts Officer an additional amount equal to the average balance in the account during the 3 years immediately preceding the death of such subscriber subject to the conditions that—

(a) the balance at the credit of such subscriber shall not at any time during the 3 years preceding the month of death have fallen below the limits of—

(i) Rs. 4,000 in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 1,300 or more;

(ii) Rs. 2,500 in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 900 or more but less than Rs. 1,300 ;

(iii) Rs. 1,500 in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post to the maximum of the pay scale of which is Rs. 290 or more but less than Rs. 900;

(iv) Rs. 1,000 in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is less than Rs. 290.

(b) the additional amount payable under this rule shall not exceed Rs. 10,000.

(c) the subscriber has put in atleast 5 years service at the time of his death, including the service in PNT, before the formation of the Port Trust.

Note : 1.—The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balances prescribed above—

- (a) The balance at the end of March shall include the annual interest credited in terms of rule 11; and
- (b) If the last of the aforesaid 36 months is not March, the balance at the end of the said last month shall include interest in respect of the period from the beginning of the financial year in which death occurs to the end of the said last month.

Note 2.—Payment under this scheme shall be in whole rupees. If an amount due includes a fraction of a rupee, it should be rounded to the nearest rupee, (50 paise counting as the next higher rupee).

Note : 3.—Any sum payable under this scheme is in the nature of insurance money and, therefore, the statutory protection given by section 3 of the Provident Funds Act, 1925 (Act 19 of 1925), does not apply to sums payable under this scheme.

Note : 4.—In case of persons appointed on tenure basis and in the case of reemployed pensioners, service, rendered from the date of such appointment or re-employment, as the case may be, only shall count for purpose of this rule.

- (c) This scheme does not apply to persons appointed on contract basis.

31. Interpretation :

If any question arises relating to the interpretation of these regulations, it shall be decided by the Board.

FORM II

(See regulation 6)

Form of Nomination

I. When the subscriber has a family and wished to nominate one member thereof.

I hereby nominate the person mentioned below who is a member of my family as defined in regulation 2(e) of the Tuticorin Port Trust Employees (General Provident Fund) Regulations, 1978, to receive the amount that may stand to my credit in the Fund in the event of my death before the amount has become payable, or having become payable has not been paid.

Name and address of nominee	Relationship with subscriber	Age	Contingencies on happening of which the nomination shall become invalid	Name, address and relationship of the person/persons if any, to whom the right of the nominee shall pass in the event of his/her predeceasing the subscriber
1	2	3	4	5

Dated this.....day of.....19.....at.....

Two witnesses to signature

1.....

2.....

Signature of Subscriber

FORM III

(See regulation 6)

When the subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who are members of my family as defined in regulation 2(e) of the Tuticorin Port Trust Employees (General Provident Fund) Regulations 1978-79 to receive the amount that may stand to my credit in the fund, in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the paid amount shall be distributed amongst the said persons in the manner shown against their names.

Name and address of nominee	Relationship with subscriber	Age	Amount of share of accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of person/persons if any to whom the right of the nominee shall pass in the event of his/her predeceasing the subscriber
1	2	3	4	5	6

Dated theday of.....19.....at.....

Two witnesses to signature

1.....

2.....

Signature of Subscriber

*Note : This column should filled in so as to cover the whole amount that may stand to the credit of the subscriber in the fund at any time.

FORM IV

(See regulation 6)

When the subscriber has no family and wished to nominate one person

I, having no family as defined in regulation 2(e) of the Tuticorin Port Trust Employees (General Provident Fund) Regulations, 1979 hereby nominate the person mentioned below to receive the amount that may stand to my credit in the fund, in the event of my death before that amount has become payable, or having become payable has not been paid.

Name and address of nominee	Relationship with subscriber	Age	Contingencies	Name, address and relationship of the person/ persons, if any to whom the right of nominee shall pass in at the event of his/her predeceasing the subscriber
1	2	3	4	5
1.				
2.				
3.				

Dated this.....day of.....19..... at.....

Two witnesses to signature
1.....
2.....

Signature of Subscriber

*Note : Where a subscriber who has no family makes a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

FORM V

(See regulation 6)

When the subscriber has no family and wishes to nominate more than one person.

I, having no family as defined in regulation 2 (e) of the Tuticorin Port Trust Employees (General Provident Fund) Regulations, 1979 hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the fund, in the event of my death before the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and address of nominee	Relationship with subscriber	Age	Amount or share of accumulations to be paid to each	**Contingencies on the happenings of which the nomination shall become invalid	Name, address and relationship of the person/persons if any, to whom the right of the nominee shall pass in the event of his/her predeceasing the subscriber
1	2	3	4	5	6

Dated this.....day of.....19.....

Dated :

Two witnesses to signature

Signature of Subscriber

1.....

2.....

*Note : This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

**Note : Where a subscriber who has no family makes a nomination, he shall specify in the column that the nomination shall become invalid in the event of his subsequently acquiring a family.

STATEMENT OF PARTICULARS FOR ALLOTMENT OF PROVIDENT FUND ACCOUNT NUMBERS TO COMPULSORY SUBSCRIBERS IN PORT OF TUTICORIN

Office of the.....

Head of account to which pay and allowance are

debited.....

Name of Fund.....

FORM I

[See regulation 4(6)]

Sl. No.	Name of subscriber	Name of subscribers father/husband	Date of birth of subscriber	Date of joining service	Designation	Emoluments	Monthly rate of subscription (in whole rupee)	Month from which subscription to commence	Remarks	to be filled in by the Accounts Department Account No. allotted
1	2	3	4	5	6	7	8	9	10	11

Head of Office

Returned after allotting Account No.

Dated.....

FINANCIAL ADVISER & CHIEF
ACCOUNTS OFFICER

FORM—VI

PROFORMA FOR APPLICATION OF ADVANCE FROM PROVIDENT FUND

Port of Tuticorin

APPLICATION FOR ADVANCE FROM (here enter the name of Fund)

1. Name of subscriber
2. Account number (with Departmental suffix)
3. Designation
4. Pay
5. Balance at credit of the subscriber on the date of application as below :
 - (i) Closing balance as per statement for the year.....
 - (ii) Credit from.....to..... subscription.....
 - (iii) Refunds
 - (iv) Withdrawals during the period from.....to.....
 - (v) Net balance or credit
6. Amount of advance : outstanding if any and the purpose for which advance was taken then
7. Amount of advance required
8. (a) Purpose for which the advance is required
- (b) Rules under which the request is covered.
9. Amount of the consolidated advances (Items 6 and 7) and number of monthly instalments in which the consolidated advance is proposed to be repaid.
10. Full particulars of the pecuniary circumstances of the subscriber, justifying the application for the advance.

Signature of the applicant.
Name.....
Designation.....
Section/Branch.....

FORM-VII

PROFORMA FOR SANCTION OF ADVANCE FROM PROVIDENT FUNDS

No. Port of Tuticorin

ORDER

Sanction.....

Sanction is hereby accorded under Rule..... of.....for the grant of an advance of Rs..... (Rs.....only) to Shri/Shrimati/Kumari..... from his/her GPF/CPE Account No. to enable him/her to defray expenses on.....

2. The advance will be recovered in the monthly instalments of Rs.....each commencing from the salary for the month of.....payable in.....

3. A sum of Rs.(Rupees.....only) out of advance of Rs. sanctioned in.....and paid to him/her in..... will be out standing till the commencement of the recovery of the consolidated amount as specified below. This amount together with the advance now sanctioned aggregating to Rs.will be recovered

in.....monthly instalments of.....Rs..... each commencing from the salary for the month of.....payable in.....

4. The balance at the credit of Shri..... as onis detailed below :

- (i) Balance as per account slip for the year.....Rs.....
- (ii) Subsequent deposits and refunds of advance at the rate..... p.m. from.....to..... Rs.....
- (ii) Total of Col. (i) and (ii) Rs.....
- (iv) Subsequent withdrawals, in any Rs.....
- (v) Balance as on date of sanction Col. (iii) and (iv). Rs.....

Sanctioning authority

To

FORM-VIII

PROFORMA FOR APPLICATION OF WITHDRAWAL FROM PROVIDENT FUND

Port of Tuticorin

APPLICATION FOR WITHDRAWAL FROM (here enter the name of the Fund)

1. Name of the subscriber
2. Account number (with departmental suffix)
3. Designation
4. Pay
5. Date of joining service and the date of superannuation
6. Balance at credit of the subscriber on the date of application as below :—
 - (i) Closing balance as per statement for the year.....
 - (ii) Credit from.....to..... on account of monthly subscriptions
 - (iii) Refunds made to the Fund after the closing balance vide (i) above
 - (iv) Withdrawal during the period from.....to.....
 - (v) Net balance of credit on the date of application

7. Amount of withdrawal required

8. (a) Purpose for which the withdrawal is required

(b) Rule under which the request is covered

9. Whether any withdrawal was taken for the same purpose earlier If so, indicate the amount and the year.

Dated :

Signature of applicant
Designation
Section/Branch

FORM-IX

PROFORMA FOR SANCTIONING WITHDRAWALS
FROM PROVIDENT FUND

Port of Tuticorin

To

The Financial Adviser and
Chief Accounts Officer,
Port of Tuticorin,
Tuticorin-4

Sir,

Subject.—Withdrawal from the (here
enter the name of the fund) Shri.....

I am directed to convey sanction of the
under rule of the Rules
..... to the withdrawal by Shri.....
..... (here enter the designation) of a sum of Rs....
..... (Rs. only) from
his fund Account No. (with departmen-
tal suffix) to enable him to meet expenditure.

2. The amount of withdrawal does not exceed six months
pay of Shri or half the amount at
his credit/subsorption in the Fund Account.
His basic pay is Rs. (as defined in F. Rs.)

3. It is certified that Shri..... is within 10
years of his retirement of superannuation has completed
twenty/twenty-five years of his Government service on.....

4. It is also certified that the total amount drawn from all
Government sources by Shri..... for house
building purposes does not exceed Rs. 1,00,000 or his seventy-
five months pay whichever is less.

5. The balance at the credit of Shri.....
..... as on is detailed below :—

(i) Balance as per account slip for the
year Rs.....

(ii) Subsequent deposits and refunds of
advance at the rate..... p.m.
from..... to..... Rs.....

(iii) Total of Col. (i) and (ii) Rs.....

(iv) Subsequent withdrawals, if any Rs.....

(v) Balance as on date of sanction
Col.(iii)-(iv). Rs.....

6. Shri..... was last sanctioned a part
final withdrawal by this office for an amount of Rs.....
..... vide..... after the account state-
ment for the year..... (Shri..... is
understood, (as stated by him) to have been last sanctioned
a part-final withdrawal of Rs..... by

Yours faithfully,

Copy forwarded to :

1.....

2. Shri..... his attention is drawn to
the provision of Rule..... of GPF (CS)/CPF
Rules according to which a subscriber who has been per-
mitted to withdraw from the fund should satisfy the sanc-
tioning authority that the money has been utilised for the
purpose for which it was withdrawn. A certificate to the
effect that the withdrawal sanctioned above has been utilised
for the purpose for which it has been sanctioned may, there-
fore, please be furnished within..... months
of the drawal of the money.

1305 GI/78—16

FORM-X

FORM OF APPLICATION FOR FINAL PAYMENT/
TRANSFER TO BODIES CORPORATE/OTHER GO-
VERNMENTS OF BALANCE IN THE.....

P. F. ACCOUNT.

To

The Financial Adviser and Chief
Accounts Officer,
Port of Tuticorin,
Tuticorin-629004.

(Through Head of Office/Department)

Sir,

I am due to retire/have retired/have proceeded on leave
preparatory to retirement for..... months/have
been discharged/dismissed/have been permanently transferred to
..... have resigned finally from Port of

Tuticorin service under..... Port of Tuticorin
to take up appointment with..... and my re-
signation has been accepted, with effect from.....
forenoon/afternoon. I joined service with.....
on..... forenoon/afternoon.

2. My provident Fund Account No. is.....

3. My specimen signature in duplicate, duly attested by
another gazetted officer is enclosed.

PART-I

(To be filled in which the application for final payment
is submitted upto one year prior to retirement).

4. I request that the amount of Rs..... standing
to the credit in my G.P.F. Account as indicated in the
Accounts Statement issued to me for the year.....
enclosed/as appearing in my ledger account being main-
tained by you, may please be arranged to be paid to me
through..... Treasury/Sub-Treasury.

5. Certified that I had taken the following advance in re-
spect of which..... instalments of Rs.....
are yet to be repaid to the fund Account. I had taken the
following final withdrawals :—

Temporary advance	Final withdrawals
1.	
2.	
3.	
4.	

Details of the temporary advances drawn by me/final with-
drawals made by me from my Provident Fund Account dur-
ing the 12 months preceding the date of my quitting service
under..... Government proceeding on leave
preparatory to retirement or thereafter are given below.

Amount of advance	Date
1.	
2.	

7. I hereby certify that no amount was withdrawn/the
following amounts were withdrawn by me from my Provi-
dent Fund account during the 12 months immediately pre-
ceding the date of my quitting service under.....
Government/proceeding on leave preparatory to retirement
on thereafter for payment of insurance premia or for the
purchase of new policy.

Amount	Date
1.	
2.	

8. The particulars of the Life Insurance policies financed
by me from the Provident Fund which are to be released by
you are given below.

Policy No.	Name of the Co.	Sum assured
1.		
2.		
3.		
4.		

Station :

Yours faithfully,

Dated :

Signature.....

(Name and Address).....

Para 4 applies only when payment is desired at a treasury other than the one at the District Headquarters where the subscriber last served. Otherwise it may be struck out.

CERTIFICATE BY THE HEAD OF OFFICE

DEPARTMENT

1. Forwarded continuation of endorsement No..... dated.....

1.(a) It is certified after due verification with reference to the records in my office that no temporary advance/final

withdrawal was sanctioned to the applicant from his/h_{er} provident fund account during the 12 months immediately preceding the date of his/her quitting service under..... Port of Tuticorin/proceeding on leave preparatory to retirement or thereafter.

2. It is certified that after due verification with reference to the records in my office, that the following temporary advances/final withdrawals were sanctioned to and drawn by the applicant from his/her provident Fund account during 12 months immediately preceding the date of his/her quitting service under..... Port of Tuticorin/proceeding on leave preparatory to retirement or thereafter.

Amount of advance/withdrawal.....date.....
Voucher No.

- 1.
- 2.

*3. It is certified that no demands/following demands of Port of Tuticorin are due for recovery.

*4. Certified that he/she has not resigned from Port of Tuticorin service with prior permission of the Port authorities to take up an appointment in a department of the Central Government or under a State Government or under a body corporate owned or controlled by the state.

(Signature of the Head of Office/Deptt.)

[F. No.-PET-65/78]

D. K. JAIN, Jt. Secy.